FILED IN THE U.S. DISTRICT COURT EASTERN DISTRICT OF WASHINGTON

MAR 1 3 2025

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF WASHINGTON

SEAN F. McAVOY, CLERK SPOKANE, WASHINGTON

UNITED STATES OF AMERICA, for Agnieszka Niczyporuk, as Trustee for Christian Filip Trust Irrevocable Pure Common Law Trust,

Plaintiff

v

U.S. BANK TRUST NATIONAL
ASSOCIATION, AS TRUSTEE OF LBIGLOO SERIES IV TRUST, SN
SERVICING CORPORATION,
MICHELLE R. GHIDOTTI, ESQ.,
DAVID COATS, WARREN LANCE,
ERIC MARSCHACK, RYAN CARSON,
ERICA TAYLOR LOFTIS PACHECO,
ALISHA MCNEESE and JOHN DOES 110,

Defendants.

Case No.: 2:24-CV-00423

FEDERAL CRIMINAL COMPLAINT

(Violations of 18 U.S.C. §§ 1961-1968 (RICO), 18 U.S.C. §§ 241, 242, 1341, 1343, 1951, 1956, 1957, 157, and RCW 61.24, 40.16.030, 9A.60.030) 18 U.S.C. § 341

Property Address: 1315 N Dunbarton Oaks Lane Liberty Lake, WA 99019

I. INTRODUCTION

Agnieszka Niczyporuk, as Trustee for Christian Filip Trust Irrevocable Common Law Trust and the United States of America, brings this criminal complaint against U.S. Bank Trust National Association, SN Servicing Corporation, Michelle R. Ghidotti, Esq., and other associated individuals, for their participation in a widespread fraudulent foreclosure scheme, securities fraud, tax fraud, and identity theft conspiracy designed to unlawfully seize property, deceive government entities, defraud investors, and launder illicit profits.

At the core of this conspiracy is the fraudulent foreclosure of 1315 N Dunbarton Oaks Lane, Liberty Lake, WA 99019, a property lawfully owned by the Christian Filip Trust Non-

Statutory Irrevocable Common Law Trust ("Trust"). This Trust never borrowed money from Defendants, never executed any mortgage agreement, and was never obligated on the alleged underlying loan. Despite this, Defendants engaged in a fraudulent scheme to fabricate mortgage assignments, falsify trustee substitutions, and misrepresent ownership rights to force an unlawful foreclosure. Additionally, Defendants misrepresented mortgage-backed securities transactions (MBS) based on a non-existent mortgage obligation, violating the Securities Exchange Act of 1934 (15 U.S.C. § 78j(b)) and SEC Rule 10b-5.

Further exacerbating the fraud, Defendants engaged in identity theft and IRS-related fraud, falsely reporting mortgage interest, fictitious loan obligations, and fraudulent debt cancellations to the IRS under 26 U.S.C. §§ 7206 and 6050P. By unlawfully using the Trust's EIN and/or the Trustee's SSN in fraudulent tax filings and securitization transactions, Defendants violated 18 U.S.C. § 1028A (Aggravated Identity Theft). These actions constitute mail and wire fraud, money laundering, tax fraud, racketeering (RICO), and securities fraud, warranting immediate criminal prosecution.

II. JURISDICTION AND VENUE

This Court has jurisdiction pursuant to 18 U.S.C. § 3231, as the violations alleged involve federal criminal statutes. Venue is proper in the Eastern District of Washington, as the acts giving rise to this complaint occurred within the jurisdiction of this Court.

III. DEFENDANTS AND CO-CONSPIRATORS

The Defendants and their co-conspirators, operating as part of a fraudulent foreclosure scheme, include:

1. U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF LB-IGLOO SERIES IV TRUST - engaged in fraudulent foreclosure practices, unlawful debt collection, and false representations.

- 2. **SN SERVICING CORPORATION** participated in illegal debt collection and fraudulent documentation.
- 3. **MICHELLE R. GHIDOTTI, ESQ.** attorney involved in legal misconduct, fraudulent foreclosure filings, and conflicts of interest.
- 4. **DAVID COATS** attorney involved in legal misconduct, fraudulent foreclosure filings, and conflicts of interest.
- 5. WARREN LANCE attorney involved in legal misconduct, fraudulent foreclosure filings, and conflicts of interest.
- 6. **JOHN DOES 1-10** unknown individuals and entities that participated in the fraudulent acts.
- 7. **ERIC MARSCHACK** attorney involved in legal misconduct, fraudulent foreclosure filings, and conflicts of interest.
- 8. **RYAN CARSON** attorney involved in legal misconduct, fraudulent foreclosure filings, and conflicts of interest.
- 9. **ERICA TAYLOR LOFTIS PACHECO** attorney involved in legal misconduct, fraudulent foreclosure filings, and conflicts of interest.
- 10. **ALISHA MCNEESE** Declarant involved in legal misconduct, fraudulent foreclosure filings, and conflicts of interest.

IV. STATEMENT OF FACTS

Defendants engaged in an organized scheme to fraudulently foreclose on the property located at:

1315 N Dunbarton Oaks Lane, Liberty Lake, WA 99019

Defendants engaged in a complex and premeditated scheme to fraudulently foreclose on a trust-owned property that never had a valid mortgage obligation. This fraudulent foreclosure was orchestrated through forged mortgage assignments, falsified debt transfers, and improper trustee substitutions, all of which were recorded in Spokane County, Washington, to create the illusion of a lawful foreclosure process. These fraudulent filings were knowingly false, constituting felony violations of RCW 40.16.030 (Offering False Instruments for Filing or Recording). By

manufacturing false mortgage documents, Defendants deprived the Trust of property without legal authority, directly violating Faison v. Lewis, 25 N.Y.3d 220 (2015), which establishes that a forged deed is void ab initio and cannot pass title, even to a bona fide purchaser.

Beyond their foreclosure fraud, Defendants engaged in securities fraud by illegally securitizing the fraudulent mortgage debt and misrepresenting it as part of a legitimate mortgage-backed securities transaction. Under the Securities Exchange Act of 1934 (15 U.S.C. § 78j(b)) and SEC Rule 10b-5, material misstatements in securities transactions constitute fraud. Defendants knew that the underlying mortgage obligation did not legally exist, yet they falsely represented this debt in MBS transactions, deceiving investors, government agencies, and courts. As established in TSC Industries, Inc. v. Northway, Inc., 426 U.S. 438 (1976), and SEC v. Zandford, 535 U.S. 813 (2002), fraudulent misrepresentations in securities offerings are criminal acts.

Additionally, Defendants committed identity theft and tax fraud by falsely reporting interest payments and debt cancellations to the IRS under 26 U.S.C. §§ 7206 and 6050P. These fraudulent tax filings illegally used the Trust's EIN and/or the Trustee's SSN without authorization, constituting violations of 18 U.S.C. § 1028A (Aggravated Identity Theft). The fraudulent IRS filings not only misrepresented financial data but also created fictitious tax obligations against an entity that never incurred the alleged debt. By laundering the fraudulent proceeds of their foreclosure scheme through securitization transactions and IRS misrepresentations, Defendants further violated 18 U.S.C. §§ 1956 and 1957 (Money Laundering).

Through this coordinated scheme, Defendants manipulated legal processes, falsified financial instruments, and engaged in an enterprise of deception that deprived the Trust of its rightful property while defrauding courts, government agencies, and investors. These acts were

not isolated incidents but part of a pattern of racketeering activity warranting criminal RICO charges under 18 U.S.C. §§ 1961-1968.

V. CHARGES AND VIOLATIONS

Defendants and their co-conspirators are charged with the following offenses for their roles in a multi-layered conspiracy involving foreclosure fraud, securities fraud, tax fraud, and identity theft:

Defendants conspired to deprive the Trust of property without due process, violating 18 U.S.C. § 241 (Conspiracy Against Rights) and 18 U.S.C. § 242 (Deprivation of Rights Under Color of Law). Their use of fraudulent foreclosure notices, fake mortgage assignments, and deceptive legal filings constituted Mail and Wire Fraud (18 U.S.C. §§ 1341, 1343). Additionally, by submitting fraudulent creditor claims in federal bankruptcy court, they violated 18 U.S.C. § 157 (Fraud in Bankruptcy).

The fraudulent recording of mortgage assignments and false trustee substitutions constitutes Offering False Instruments for Filing (RCW 40.16.030), while their money laundering activities tied to fraudulent foreclosure sales and securitization transactions violate 18 U.S.C. §§ 1956 and 1957 (Money Laundering). Defendants also engaged in racketeering by operating a foreclosure fraud enterprise, violating 18 U.S.C. §§ 1961-1968 (RICO).

Moreover, Defendants misrepresented mortgage-backed securities transactions involving fraudulent loans, violating the Securities Exchange Act of 1934 (15 U.S.C. § 78j(b)) and SEC Rule 10b-5. Their fraudulent tax filings, false debt cancellations, and unauthorized use of taxpayer identification numbers constitute violations of 26 U.S.C. §§ 7206 and 6050P (Tax Fraud), as well as 18 U.S.C. § 1028A (Aggravated Identity Theft).

VII. CONCLUSION

ECF No. 6

Defendants engaged in a criminal scheme of fraud, deception, and financial misrepresentation to unlawfully seize a trust-owned property, defraud investors, and commit tax fraud. Their violations of federal and state law, constitutional due process protections, and securities regulations warrant immediate criminal prosecution, civil RICO damages, and rescission of all fraudulent transactions. The Court must act swiftly to hold Defendants accountable and prevent further financial and legal harm.

VI. RELIEF AND REMEDIES SOUGHT

WHEREFORE, the United States respectfully requests that this Court:

- 1. Issue arrest warrants for the Defendants.
- 2. Seize assets obtained through fraudulent foreclosure.
- 3. Permanently enjoin Defendants from engaging in foreclosure activities.
- 4. Award damages to affected homeowners.
- 5. Impose criminal penalties under federal and state law.

Executed this 5 day of Feb, 2025.

Agnieszka Niczyporuk

Sui juris

Trustee for Christian Filip Trust Non-Statutory Irrevocable Common Law Trust

1315 N Dunbarton Oaks Lane

Liberty Lake, WA 99019

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA, for Agnieszka Niczyporuk, as Trustee for Christian Filip Trust, Pure Common Law Trust,

Plaintiff

v

U.S. BANK TRUST NATIONAL
ASSOCIATION, AS TRUSTEE OF LB-IGLOO
SERIES IV TRUST, SN SERVICING
CORPORATION, MICHELLE R. GHIDOTTI,
ESQ., DAVID COATS, WARREN LANCE,
ERIC MARSCHACK, RYAN CARSON,
ERICA TAYLOR LOFTIS PACHECO,
ALISHA MCNEESE and JOHN DOES 1-10,

Defendants.

Case No.:

Default Judgment order Affidavit of facts

DEFAULT DEMAND

I. INTRODUCTION

Agnieszka Niczyporuk, and the United States of America, brings this criminal complaint against U.S. Bank Trust National Association, SN Servicing Corporation, Michelle R. Ghidotti, Esq., and other associated individuals, for their participation in a widespread fraudulent foreclosure scheme, securities fraud, tax fraud, and identity theft conspiracy designed to unlawfully seize property, deceive government entities, defraud investors, and launder illicit profits.

At the core of this conspiracy is the fraudulent foreclosure of 1315 N Dunbarton Oaks Lane, Liberty Lake, WA 99019, a property lawfully owned by the Christian Filip Trust Non-Statutory Irrevocable Pure Common Law Trust ("Trust") This Trust never borrowed money from Defendants, never executed any mortgage agreement, and was never obligated on the alleged underlying loan. Despite this, Defendants engaged in a fraudulent scheme to fabricate mortgage

assignments, falsify trustee substitutions, and misrepresent ownership rights to force an unlawful foreclosure. Additionally, Defendants misrepresented mortgage-backed securities transactions (MBS) based on a non-existent mortgage obligation, violating the Securities Exchange Act of 1934 (15 U.S.C. § 78j(b) (28 USC 1585) and SEC Rule 10b-5.

Pursuant to; Bankruptcy records inside the United States Congressional Record March 17, 1993, Vol. #33, page H-1303---Emergency Banking Act 1933---Securities Exchange Act of 1934 (15 U.S.C. § 78j(b) (28 USC 1585) and SEC Rule 10b-5, 18 U.S.C. §§ 1961-1968 (RICO), 18 U.S.C. §§ 241, 242, 1341, 1343, 1951, 1956, 1957, 157., 12 USC 411, United States Code, Title 12, Section 24, Paragraph 7 confers upon a bank the power to lend its money, not its credit. In Howard & Foster Co. v Citizens National Bank of Union, 133 S.C. 202; 130 SE 758, (1927), it was said: "It has been settled beyond controversy that a national bank, under federal law, being limited in its power and capacity, cannot lend its credit by guaranteeing the debt of another. All such contracts being entered into by its officers are ultra vires and not binding upon the corporation." See also Merchants Bank of Valdosta v Baird, 160 F 642; 17 Lns 526 (1876). 12 U.S.C. § 1831: Classifies depositors as creditors with prioritized claims on bank funds. 31 CFR Part 202: Designates banks as fiscal agents with fiduciary duties to manage depositor funds. Pass through agent(s) banks are for the depositors. UCC Article 3: Defines negotiable instruments, making depositors holders of enforceable financial claims. Banks are fiduciaries, bound by law to act in the best interests of their depositors by safeguarding funds, managing securities responsibly, and ensuring compliance with legal obligations, Farmers and Merchants Bank v. Federal Reserve Bank (1923): Affirmed fiduciary duties in handling depositor assets. The Federal Reserve banking system is privately owned. Federal Reserve Bank of San Francisco, ad in computer world July 16, 1979, page 139; 5 U.S.C. Section 302; 5 U.S.C section 305; 5 U.S.C. Section 551; Lewis v. U.S., 680 F2d 1238 at 1241.

Countrywide Bank, FSB and now US Bank NA, did not tell me that it was creating money out of thin air, called "bank credit", because to do so would have disclosed that there was no consideration from Countrywide Bank, FSB, to me. A lawful consideration must exist and be tendered to support the note. See Anheuser Busch Brewing v Emma Mason, 44 Minn. 318, 46 NW 558 (1890). In short, if there is no full disclosure and no consideration, there is no contract. At the time of the original loan COUNTRYWIDE Bank's manner of transacting business has made me a debt slave. This is in violation of the Thirteenth Amendment to the Constitution of the United States of America, which expressly forbids involuntary servitude, also called peonage, in *Clyatt v* U.S., 197 U.S. 207, 215-216; 25 S. Ct. 429; 49 L. Ed. 726 (1905), when it said: Peonage is sometimes classified as voluntary or involuntary, but this implies simply a difference in the mode of origin, but none of the character of servitude. The one exists where the debtor voluntarily contracts to enter the service of his creditor. The other is forced upon the debtor by some provision of law. In addition, COUNTRYWIDE Bank's statement method of creating money out of thin air and charging interest upon the transaction is a violation of the Biblical law of just weights and measures. COUNTRYWIDE is able to create money in moments that will take me years of labor to pay off. COUNTRYWIDE Bank has made me a slave by debt, controlling my time by loaning me bank credit in place of money. Let the record reflect that I can no longer consent to accepting COUNTRYWIDE Banks' demands upon me for money. Your manner of conducting business is in direct violation of the laws of God, the laws of contracts, the Constitutions of the United States of America, and my Civil Rights. Only I, thee Natural American-woman, Agnieszka: Niczyporuk, Secured Creditor/Trust owner. Private Life woman, via my name, As Authorized Signatory—Assigns—Trustee, for AGNIESZKA NICZYPORUK Trust; Can create security(ies) credit(s) via my signature UCC 8, from the public trust credits of contract for the treasury of 1789, that established private banking rights of an American-Woman on the land/soil inside America under contract of honor—"not dishonor".

The Constitution of these united States of America

Amendment VII: In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise re-examined in any court of the United states, than according to the rules of the common law.

<u>Amendment IX</u>: The enumeration in the Constitution of certain rights shall not be construed to deny or disparage others retained by the People.

The following United States Supreme Court Rulings and other authorities provide Constitutional support that a fee cannot be charged for a Right.

- 1. "All laws which are repugnant to the Constitution are null and void." *Marbury v. Madison*, 5 U.S. 137, 174,176.
- 2. A law that "impinges upon a fundamental right explicitly or implicitly secured by the Constitution is presumptively unconstitutional." *Mobile v. Bolden,* 446 US 55, 76; *Harris v. McRae,* 448 US 297, 312.
- 3. A law that improperly infringes on Constitutional Rights is void from its inception and no person can be obligated to obey such a law. 16A AmJur2d Constitutional Law, Section 203.

- 4. "A legislative act contrary to the Constitution is not law." Carter v. Carter Coal Co., 298 U.S. 238.
- 5. "Insofar as a statute runs counter to the fundamental law of the land, it is superseded thereby." 16 Am. Jur. 2nd 177 late Am. Jur. 2nd, 256.
- 6. "The mere chilling of a Constitutional right by a penalty on its exercise is patently unconstitutional." Shapiro v. Thompson, 394 U.S. 618.
- 7. "The court has flatly rejected the imposition of a tax upon a right secured by the Bill of Rights." Murdock v Pennsylvania, 319 US 105 (1943).
- 8. "Where rights secured by the Constitution are involved, there can be no rule-making or legislation which would abrogate them." Miranda v. Arizona, 384 U.S. 436.
- 9. That court proceedings must be within Constitutional provisions has been forcefully established by the Supreme Court. Smith v. US, 360 US 1; Muskrat v. United States, 219 US 346.

I appreciate your prompt attention to this matter and look forward to a favorable resolution. This Lawful Document will be mailed to the:

- IRS Securities Investigation Team, P.O. Box 3801 Ogden, UT 84409
- 1500 Pennsylvania Ave NW RM 3414 [Washington DC] Treasury investigation Department, for securities fraud.

Respectfully Done in Good Faith, Without Recourse. Dated and sealed this day of our Lord

February 5, 2025.

"Without Prejudice-Without Recourse-All Rights Reserved"

MRR12"25pm 3:48 USBCEA

2/5/2025

AGNES • NICZYPORUK

C/o P.O. Box 426 LIBERTY LAKE, WASHINGTON

UNITED STATES CORPERATION COMPANY

BANKRUPTCY COURT EASTERN WASHINGTON---D.U.N.S. # 037125196

904 W. RIVERSIDE AVE #304 Spokane, Washington 99201.

LEGAL AND CONSTRUCTIVE NOTICE NOTICE TO AGENT IS NOTICE TO PRINCIPAL

CLERK OF THE COURT

DEAR SIR/MADAM

Now here comes in our life-Woman capacity as Private Banker/Secured Creditor; Is standing as an Article 4, Republic Government Official; American Trust Owner; Natural American-Woman---Agnes: Niczyporuk a Public free woman on the land/soil inside America, is writing you for declarations of Oaths of Office and liquidation and settlement of my case/cause number 2300329WA account of a non-Judicial foreclosure action on private property, inside the Republic County of Spokane---Which Violated Article 1 Section 3 of the Republic Constitution of Washington State---Amendment 4-5 United States Constitution---18 USC 241-242---Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. §1692 et seq..--Truth in lending Act. The Natural American-Woman under the Abandoned Homestead Act RCW 6.13--- RCW 65.08.090---WAC 458-61A-210--- RCW 49.60.030---RCW 43.06D---RCW 11.125.210---28 USC 1585---28 USC 581---11 USC 704---Equity/Trust laws transferred this property, 1315 N Dunbarton Oaks Ln, LIBERTY LAKE, WASHINGTON, Paree] #55141.5503 into a trust for settlement of, United States Treasury [1789], Land/Letter Patent Act [1812], RCW 6.13.050 of more than six months of my equity/Assumpsit lien recorded into the Secretary of States office and county records along with my UCC-1 agricultural lien,---Land/Letter Patent, for duress lien of \$2,700,000.00 of US dollars/Credits, Pursuant to Treasury Act 1789.

The lawful life-woman on the land/soil inside America had a constitutional - guarantee to own land; Supremacy Clause of Law of the land, Article VI, Paragraph 2 of the United States Constitution and Washington State Constitution Article 1— Declaration of Rights section 1-35 but respectfully section 3 - No person shall be deprived of life, liberty, or property without due process of Constitutional common law or Natural law — Gods Laws.

The Natural American-woman followed the notification process inside the Senate Bill 5810 (2009) that revised RCW 61.24---61.12 for the life-woman is owed due process of 28 USC 1585---RCW 6.13.030---WAC 458-61A-210 for equity value of lien amount, as the case/cause number "2300329WA is being traded as a CUSIP bundled security on the open Fidelity stock market for profit.

UNITED STATES BANKRUPTCY COURT

Eastern District of Washington

I do hereby certify that this is a true, correct and full copy of the original document on file.

Brian M. Sheehan, Clerk

By: Cassandra Rehn, Deputy Clerk 4:04 pm, Mar 12, 2025 This Bill is acknowledged as a foreign commercial "Bill of credit" for the contractor's Credit monetary Foreign commercial construction contract "2300329WA", from the required contractor's Surety performance bond and/or "Payment" Labor bond or both; together they are listed and traded as a Fidelity Bond. The IRS requires a 1099c be filled out by the UCC contractor to show the commercial UCC National Debit has been canceled.

As the executive owner of this account, I want funds from the payment bond to be sent VIA Certified Check to the Address above. After 10 days, this action comes under 15 USC section 1; as a charge to the IRS/CID.; Failure to Adhere to this directive will Necessitate an Investigation request from the Criminal Investigation Division 9CID), Treasury Inspector General, and the Internal Revenue Service (IRS) Investigation Team Ogden Utah, for securities fraud, pursuant to the Securities Exchange Act of 1934—Emergency banking Act 1933— Securities Exchange Commission (Sec), 15 USC78d.

Conclusion:

The Foreign Court(s) are in Violation of the Constitutional Trust guarantees of a life-woman AGNES-NICZYPORUK on the land/soil of America under treaty contract--18 USC 241--242- Fifth Amendment of the Republic laws of the American Constitution and Washington State Republic Constitution, - Pursuant to Republic Laws of Article 4 - Republic form of Government --- Supremacy Clause Article VI Paragraph 2 --- Washington State Constitution Article 1, sections 1 - 34 -- Pursuant to section(s) 1-2-3, personal rights: No person shall be deprived of life, Freedom, Liberty, Or Property without due process of Republic laws.

ALL COUNTY/STATE/FEDERAL COURTS ARE OPERATING UNDER:

- (1) TRADING WITH THE ENEMY ACT AS CODIFIED IN TITLE 50 USC,
- (2) TITLE 28 USC, CHAPTER 176, FEDERAL DEBT COLLECTION PROCEDURE, BANKRUPTCY LAWS AND EQUITY LAW-28 USC 1585.
- (3) FED.R.CIV. P. 4(j) UNDER TITLE 28 USC \$1608, MAKING THE COURTS "FOREIGN STATES" TO WE THE PEOPLE BY CONGRESSIONAL MANDATE"IT IS THE DUTY OF THE COURT TO DECLARE THE MEANING OF WHAT IS WRITTEN, AND NOT WHAT WAS INTENDED TO BE WRITTEN. J.W. Seavey Hop Corp. v. Pollock, 20 Wn.2d 337,348-49, 147 P.2d 310 (1944), cited with approval in Berg v. Hudesman, 115 Wn2d at 669.

Pursuant to; United States Congressional Record March 17, 1993, Vol. #33, page H-1303; The Bankruptcy of The United States Corporation Company, all State franchises, and Federal Reserve Banking system(s); Emergency Banking Act, March 9, 1933, 48 Stat. 1, Public Law 89-719; declared by President Roosevelt, being bankrupt---insolvent---de-facto franchises.

"The question is what jurisdiction are you ruling in, since you are a bankrupt united states corperation company"?

The Natural American-Woman AGNES+NICZYPORUK is moving forward with a writ of quo warranto challenging Jurisdiction, as beneficiary holder in due course of his equity interest of land rights of the property stated above.

I appreciate your prompt attention to this matter and look forward to a favorable resolution.

This Lawful Document will be mailed to the:

IRS Securities Investigation Team, P.O. Box 3801 Ogden, UT 84409

1500 Pennsylvania Ave NW RM 3414 [Washington DC] Treasury investigation Department, for securities fraud.

Respectfully Done in Good Faith. Dated and sealed this day of our Lord February 5th, 2025.

"Without Prejudice-Without Recourse-All Rights Reserved"



ì

ECF No. 6 filed 03/13/25 PageID.65 Page 19 of Case 2:24-cv-00423-SAB I CERTIFY THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE MAR 1 1 2025

TIMOTHY W. FITZGERALD, COUNTY CLERK

STANDARD TORT CLAIM FORM

General Liability Claim Form #SF 210

Pursuant to Chapter 4.92 RCW, this form is for filing a tort claim against the state of Washington. Some of the information requested on this form is required by RCW 4.92.100 and may be subject to public disclosure.

For Official Use Only

COPY

Original Filed

MAR 1 2 2025

TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

PLEASE TYPE OR PRINT CLEARLY IN INK

Mail or deliver original claim to Department of Enterprise Services

Office of Risk Management

1500 Jefferson Street SE

MS 41466

Olympia, Washington 98504-1466 Fax: 360-507-9251

	siness Hours: Monday – Friday 8:00 esed on weekends and official state					
1	Claimant's name. Niczyporul	C Agnieszka				
.,	Claimant's name: Niczyporul	First	Middle	Date of birth (mm/dd/yyyy)		
2.	inmate DOC number (if applicable):				
3,	Current residential address: 131	5 N Dunbarton Oa	ks Ln, LIBE	ERTY LAKE, WASHINGTON		
4.	Mailing address (if different): P.O. Box 426 Liberty Lake, WA					
5.	Residential address at the time of the incident: (If different from current address)					
6.	Claimant's daytime telephone num	ber: Home		Business or Cell		
7.	Claimant's e-mail address:	-				
8.	Date of the incident: 02/28/200 (mm/dd/yyyy)	8 Time:	a.m	p.m. (check one)		
9.	If the incident occurred over a period of time, date of first and last occurrences:					
	from(mm/dd/yyyy)	Time: (mm/dd/yyyy) <u> </u>	a.m. p.m.		
	to(mm/dd/yyyy)	(mm/dd/yyyy)				
10. Location of incident: Washington Spokane Republic, Liberty Lake						
	State and cou	nty City, if app	licable	Place where occurred		

Name of street or highway	Milepost number	At the intersection with or nearest intersecting street			
State agency or department alleg					
ording Office Spokane County	-Superior Court Spokane Cou	inty			
ames, addresses and telephone numbers of all persons involved in or witness to this incident:					
Names, addresses and telephon incident:	e numbers of all state employees	having knowledge about this			
Names, addresses and telephon above that have knowledge rega Claimant's resulting damages. P person's knowledge. Attach addi	arding the liability issues involved lease include a brief description	already identified in #13 and #14 in this incident, or knowledge of the as to the nature and extent of each			
	or damages. Explain the extent	of property loss or medical, physical			
or mental injuries. Attach additio	•				
or mental injuries. Attach additio	•				
or mental injuries. Attach additio					
or mental injuries. Attach additio					
or mental injuries. Attach additio					
or mental injuries. Attach additio					
or mental injuries. Attach additio					
or mental injuries. Attach additio					
or mental injuries. Attach additio					
or mental injuries. Attach additio					

the state of the s

17. Has this incident been reported to law whom? Please attach a copy of the rep	enforcement, safety or security personnet? If so, when and to port or contact information.
18. Names, addresses and telephone num reports and billings.	nbers of treating medical providers. Attach copies of all medical
19. Please attach documents which support 20. I claim damages from the state of War	a 2
This Claim form must be signed by the Claimant, by the attorney in fact for the Cl	almant, a person holding a written power of attorney from the almant, by an attorney admitted to practice in Washington State proved guardian or guardian ad litem on behalf of the Claimant.
I declare under penalty of perjury under the	e laws of the state of Washington that the foregoing is true and
Sprille Dible	Feb 5th, 2025 1315 N Dyn borfow Polit Ln Liberty Law Date and place (residential address, city and county)
Signature of Claimant Or	Date and place (residential address, city and county) $A A A A A A A A A A A A A A A A A A A$
Signature of Representative	Date and place (residential address, city and county)
Print Name of Representative	Bar Number (if applicable)

INSTRUCTIONS FOR COMPLETING A TORT CLAIM FORM

General Liability Claim Form #SF 210

- ✓ Before filing a Tort Claim, please read these instructions, the Tort Claim form and other appropriate forms in their entirety.
- ✓ Type or print clearly in ink and sign the Tort Claim form. Do not staple or tape documents. Do not put in claim form in binders or add divider tabs as all documents must be scanned.
- Provide all requested information and any available documents or evidence supporting your claim, such as medical records or bills for personal injuries, photographs, proof of ownership for property damages, receipts for property value, etc.
- ✓ If the requested information cannot be supplied in the space provided, please use additional blank sheets so your claim can be easily read and understood.
- ✓ The following are examples on how to complete the Tort Claim Form #SF 210:
 - 1) Smith, Karen Michelle 02/20/1985
 - 2) #809234 (for use by Department of Corrections inmates only)
 - 3) 1234 Bowzer Way NW, Apt. 56, Floville WA 99561
 - PO Box 910, Seattle WA 92569
 - 5) Same (or residence at the time of incident)
 - 6) Claimant's phone number(s) w/ area code
 - 7) Claimant's or Representative's email address
 - 8) 8/9/2020 8:00 a.m.,
 - 9) If the incident that caused the damages occurred over a period of time, please provide the beginning time and the ending time in Item 8.
 - 10) Washington, Thurston, Tumwater, Campus of South Puget Sound Community College, Building number 22.
 - 11) I-5, Southbound, Milepost 109, near the Martin Way Exit
 - 12) Washington State Department of Transportation
 - 13) Smith, John Doe, 1234 Blank Way NW, Apt. 56, Biddle, WA 93215 (360) 456-XXXX; Tow Truck Driver, Nisqually Towing
 - 14) List any state employees who have knowledge about the incident in question.
 - 15) List all other witnesses having knowledge of the incident in question, with their names, addresses, and telephone numbers that are not listed within items 13 and 14. Also include a description of their knowledge. For example, if your sister was with you when the alleged incident occurred, please include her name, address, telephone number, and indicate she witnessed the incident.
 - 10) Please describe the incident that resulted in the injury or damages, specifically answering the questions who, what, where, when and why.
 - 17) If you reported this incident to law enforcement, safety, or security personnel, please provide a copy of the report or contact information to the person you spoke with.
 - 16) Please provide all of your medical providers with their names, address, telephone numbers, and the type of treatment. If you were treated for a personal injury, please include your medical records and bills.
 - Piease attach any additional documents that support your claim.
 - 20) Please provide the dollar amount for your damages, including your time loss, medical costs, property damage loss, etc. This amount should represent your opinion of total compensation.
- If you are filing a personal injury claim, please sign and attach the Medical Release.
- If your claim involves a motor vehicle accident, please complete, sign, and attach the vehicle accident form.

January 2023

23-2-00984-32

FILED

MAR 1 1 2025.

Commercial Tort Claim

TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

Claim ID#ANJN020525-wa25. Date of Claim: FEBRUARY 5, 2025

I. INTRODUCTION

This Commercial Tort Claim arises from fraudulent and unlawful actions taken by various financial institutions, servicers, and legal entities in connection with the securitization, assignment, and collection of a mortgage debt. The fraudulent scheme involves the misrepresentation, misidentification, and misappropriation of property rights through deceptive contractual maneuvers, including the unauthorized conversion of the borrower's legal identity into a MUNICIPAL PERSON (all-capitalized name) without full disclosure or consent.

Agnieszka Niczyporuk, Trustee, asserts her lawful ownership rights in the property and the associated mortgage documents and demands full accounting reconciliation and settlement of the debt in accordance with federal, constitutional, and commercial laws governing contract enforcement, trust obligations, and fraudulent practices.

IL LEGAL BASIS OF THE CLAIM

1. Fraudulent Contract and Failure to Disclose

Fraud occurs when a party willfully withholds or misrepresents material facts in a contract to induce consent (Restatement (Second) of Contracts § 161; 18 U.S.C. §

o Misrepresentation and concealment of material terms in mortgage securitization and loan transfers violate Truth in Lending Act (TILA) (15 U.S.C. § 1601 et seq.) and Real

Estate Settlement Procedures Act (RESPA) (12 U.S.C. § 2601 et seq.).

Equity/Securities Fraud through a Ponzi schemes using non-judicial foreclosing tactics to steal labor and equity from the home owners or Trust owners, Clayton Act, 15 USC § 1585—12 USC 95a (2)—18 USC §§ 1961-1968—15 USC §§ 1-7—15 USC § 1611--15 USC § 1692—18 USC § 3301—18 USC § 1031—18 USC § 1033—18 USC § 1341---18 USC § 1348.

2. Improper Assignment and Securitization Violations

A mortgage must remain legally connected to the note to be enforceable (UCC § 3-301; Carpenter v. Longan, 83 U.S. 271 (1872)).

o Separation of the note from the Deed of Trust renders the security instrument void

(Restatement (Third) of Property (Mortgages) § 5.4 cmt. e (1997).

MERS lacks standing to assign or transfer mortgage rights (Bank of America, N.A. v. Greenleaf, 2014 ME 89).

3. Due Process and Constitutional Violations

The Fifth and Fourteenth-Amendments guarantee due process rights, prohibiting

deprivation of property without lawful procedures.

o The Washington State Constitution, Article 1, Section 3, mirrors these protections, requiring proper notice and standing before foreclosure or title transfer. o Unauthorized foreclosure actions and failure to validate debt violate 15 U.S.C. § 1692g

(Fair Debt Collection Practices Act).

4. Fraudulent Name Conversion and Breach of Trust

- The unauthorized conversion of Agnieszka Niczyporuk's name into a corporate entity constitutes fraud and breach of fiduciary duty (31 U.S.C. § 3729 - False Claims Act).
- The courts and financial institutions have engaged in barratry—the act of bringing repeated groundless litigation for financial gain (Penal Code 653f; 18 U.S.C. § 1962 -RICO Act)

III. DEMAND FOR REMEDY

1. Full Settlement and Accounting Adjustments

- The bank must reconcile its ledgers and adjust its records to reflect the settlement of debt through the transfer of ownership interests in the Deed of Trust, mortgage paperwork, and demand deposit account.
- 2. 10-Day Notice to Respond
 - The bank has ten (10) days to accept this settlement. Failure to respond constitutes default, breach of trust, and fraud, warranting legal action.

3. Injunctive Relief and Legal Consequences

- o In the absence of compliance, legal remedies will be pursued through the Eastern District Court, demanding an institutional banking officer-not an attorney-to provide sworn testimony under penalty of perjury regarding the bank's legal standing.
- 4. Lien Enforcement and Common Law Remedy
 - In the event of non-response, a UCC-1 Financing Statement and Security Agreement shall be recorded, enforcing a lien against all assets of the Respondents.
 - This claim is non-adjudicable under foreign corporate courts and is subject solely to common law and constitutional due process.

IV. CONCLUSION

This claim is brought forth under Public Law (43 U.S.C. § 1983) and the Seventh Amendment, establishing the right to a jury trial for commercial claims. The evidence clearly indicates fraudulent misrepresentation, improper assignments, and breaches of fiduciary obligations, which, if unaddressed, will result in liens, legal enforcement, and injunctive relief.

We urge the Respondents to honor their trust obligations and settle this matter immediately to avoid further legal consequences.

DATED: Felo 5, 2020

RESPECTFULLY SUBMITTED,

Agnieszka Niczyporuk, Trustee

A Commercial Tort Claim, is a claim arising in tort...

"Meaning a wrong or wrongful act", which is the result of a "fraudulently contrived contract", which is the result of the failure to fully disclose all the facts, or by providing misleading information, willfully knowing that the misleading information, will result in the desired presumption of contractual obligation. The willful withholding of facts is the textbook definition of fraud.

This "Commercial Tort Claim" specifically discloses two significant elements of a "contracts", which affects nearly every element of daily life. Ninety percent of "Life" is based on some form of a contract. "Contracts are based on LAW... LAW is "Contracts". There are also LAWS which govern & determine if a contract is "Valid or "legal/lawful".

We read in the Declaration of Independence: "We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty, and the Pursuit of Happiness..."

The Principal of Liberty ... are the two basic elements referenced above ... CONTRACT, & CONSENT

ALL LAW is about "Contract" and "Consent". In order to possess liberty. WE... meaning "all the people" must "give their consent" ... government, nor it's agencies, cannot do anything WITHOUT OUR CONSENT.

There is also CONSENT TO INDICT... The Fifth Amendment states: "No person (PERSON) shall be held to answer for a capital crime, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury..."

The "Constitution of The United States of America" only authorizes "Common Law Courts", also known as, "Courts of Record".

This "Commercial Tort Claim" is based on Common Law and Public Law. The dilemma that has been created is that there are three specific Laws at work here. The "Law of Contracts", and "Public Law" and "Common Law". Yes, we acknowledge that there is "STATE CODE", but the laws mentioned, HAVE PRECEDENCE, PRIORITY, or are SUPERIOR to "STATE CODE", which includes what has come to be known as "Public Policy".

We make this Claim on behalf of "American State Citizen" Agnieszka Niczyporuk. We, on behalf of Trustee Agnieszka Niczyporuk make the following statement:

"I am an American Citizen owed the Preamble Trust and the Bill of Rights and the retained ... Tenth Amendment Powers and I waive any foreign obligations or unearned benefits. I retain the right to hold everyone here 100% commercially and personally liable for any harm proposed against me or my assets held in trust." Signed bye:

Notice to Principal is Notice to Agent - Notice to Agent is Notice to Principal

Notice to Respondents:

On Page 14 of this document, is a list of "Respondents" who have participated in the events which have led to this Commercial Tort Claim... No one list thereon is immune from the "Remedy" allowed under the Public Law 14 USC 1483... Fraud and misrepresentation are overwhelming in the "mortgage lending" business... Some of you are completely unaware, some of you simply turn a blind eye to the corruption. However, each of us must acknowledge and either decide to fix the situation or ignore it, allowing the "bankers" and "foreign entities" to profit from the ill-gotten plans of slavery...

In the Court System, there are four jurisdictions to consider: 1) Air – Trust Law, 2) Land & Soil, 3) Sea (Admiralty), and 3) Commercial (UCC) Law, often referred to as Maritime Law. Unless declared..., courts will determine your jurisdiction. There is another jurisdiction not often acknowledged, and that is "Military Law".

Agnieszka Niczyporuk has made numerous public disclosures that the BAR ATTORNEYS who have accused her of voluntarily acting as an Authorized Representative of AGNIESZKA NICZYPORUK ©. AGNIESZKA NICZYPORUK ANY DERITIVES OF THE NAME, both a "corporate entity" created by the MUNICIPAL CORPORATION.

The Courts and members of the United States Bar Association are guilty of not only misaddressing her but are attempting to commit Barratry too. [Barratry is a legal term that, at common law, describes a criminal offense committed by people who are overly officious in instigating or encouraging prosecution of groundless litigation, or who bring repeated or persistent acts of litigation for the purposes of profit or harassment.] On the record, there are several different "Bar Attorney Law Firms" that have brought charges against her in their attempts to "steal title" to her land and property.

This Commercial Tort Claim is "Created and prepared by Christian Filip Trust" which holds a certified interest in the property and includes "Apostille documents Certified by the Secretary of State, of the State of Washington, the life-woman Agnieszka Niczyporuk holds an Allodial title to the "property and land" in question,

Please note that Agnieszka Niczyporuk, the life-woman, is 'Foreign' to the "United States Corporation" and any "Territorial or Municipal Courts".

This Commercial Tort Claim is based on "Common Law" and on existing Supreme Court Case Laws, including 18 USC 241 and 18 USC 242..., and whereas this claim is 'Remedy' under 14 USC 1943.

The following is a certified description of the "loan/mortgage" process.

A mortgage is a specialized security instrument consisting of two key components: (1) the Deed of Trust, which defines the contractual terms between the borrower, trustee, and bank; and (2) the Promissory Note, which formalizes the borrower's commitment to repay the principal plus interest over a 30-year term.

Title 15 § 78(c)(a)(10) and the Securities Exchange Act of 1934, Section 3(a)(10) establish that any financial instrument with a maturity date exceeding nine mouths is not classified as a negotiable instrument or note. Since most mortgages span 30 years, they fall under Article 8, not Article 3, of the UCC, legally categorizing them as a "draft" rather than a true promissory note—essentially functioning as a check. This is reinforced by the qualified restrictive endorsement under UCC 3-206 and 3-413, which designates the borrower (maker) as the drawee payee, ultimately discharging them from liability upon execution.

Signing a security agreement creates a Trust Agreement/Contract, making the Deed of Trust the property of the signer, not the bank. This contract grants the bank permission to securitize the Note, bundling it with others for sale in a public securities pool, turning the borrower's asset into a tradable financial instrument.

When the signer of the note executes it, they create a public interest, effectively generating value tied to their Social Security number, which is owned by the U.S. Government. Each signed document becomes an asset, with the bank acting solely as a servicing agent, not the true owner. In reality, the note serves as a receipt for the transaction, valued precisely at its stated amount.

The Trustee, Beneficiary, and Servicing Agent in a Deed of Trust are merely designated roles, not fixed authorities. The maker/signer is the true owner of the property. Upon execution, the bank opens a demand account in the owner's name, assigns a mortgage number, and records the bank opens a demand account in the owner's name, assigns a mortgage number, and records the initial deposit—which consists of the Promissory Note and Deed of Trust—as the security instrument.

These assets are initially recorded in the bank's ledgers under the owner's name, yet in reality, the Note is drawn against the Signer's Public Charitable Trust—essentially their own credit. The fate of the Deed of Trust and Promissory Note becomes critical once transferred to the bank. The key question remains: What does the bank actually do with your property?

Upon execution, the Deed of Trust is promptly registered with MERS, a national electronic tracking system for mortgage ownership and servicing rights. However, MERS is not a true beneficiary and holds no legal rights to payments, servicing, or property interests. Courts have consistently ruled that MERS lacks standing in foreclosure actions, as merely acting as a "nominee" does not establish ownership or confer enforceable rights. Even when a motion is filed by the named beneficiary, such designation alone is insufficient to establish legal standing in foreclosure proceedings.

A mortgage loan consists of a "Promissory Note" the security instrument, and a "Mortgage" or "Deed of Trust". "For there to be a valid assignment for purposes of foreclosure both the note and the deed of trust must be assigned" When the note is split from the Deed of Trust, "the note" becomes, as a practical matter, unsecured." [RESTATEMENT (Third) OF PROPERTY (MORTGAGES)§ 5.4 cml. E (1997).

"A person holding only a note lacks the power to foreclose because it lacks the security, and the person holding only the deed of trust suffers no default because only the holder of the note is entitled to payment on it."

"When the mortgagee has 'transferred' only the mortgage, the transaction is a nullity and his 'assignee' having received no interest in the underlying debt or obligation, has a worthless piece of paper." [4 RICHARD R. POWELL POWELL ON REAL PROPERTY, § 37.27[2] 2000.

"The Beneficiary cannot act as the Trustee, nor change who has been appointed as Trustee. Only the signer of the Deed of Trust can change the appointed trustee. This Security instrument belongs to the maker, not to the bank nor the assigned trustee."

Estoppel is an equitable doctrine, a bar that prevents one from asserting a claim or right that contradicts what one has said or done before, or what has been legally established as true. Estoppel may be used as a bar to the litigation, re-litigation of issues or as an affirmative statement of fact. It prevents one party holding another party to "their word or agreement" when such action is known as a fact in law.

Any action taken by any collection agency or service company on any loan is invalid. Attempting to collect an invalid debt against any entity is a direct violation of 18 USC... a gross violation of Federal

According to existing law, including a Supreme Court ruling, any loan which has been "assigned" or "sold" to MERS—Fannie Mac or Freddie Mac, which many loans are... the Promissory Note has been paid in full. It is a fact that Fannie Mac or Freddie Mac ARE NOT Government Agencies and are simply for-profit corporations.

'The Supreme Court has been very clear regarding the separation of the "mortgage or Deed of Trust" and the Promissory Note. Once separated the note becomes nullity.

An Estoppel Notice was filed on behalf of AGNIESZKA NICZYPORUK. All the parties to his ordeal were notified and made fully aware of their errors.

IT IS A FACT in this case, that the "Assignment of Mortgage, the Deed of Trust" was assigned to MERS, as nominee for-for the original lender. The separation of the "Note [which was sold]" and the "Mortgage [Deed of Trust]" changes the status of the note from "secured" to an "unsecured" note. Since the "Note" was "sold" and subsequently 'fractionalized' [sold to multiple investors], the 'Original Note' in this case was PAID IN FULL.

The "Maker/Creator" of the Note has created a "security instrument" with value, WHAT HAPPENED TO that value? If the Note was in fact sold... it was sold in full or partially, whereas the "bank agent" received payment for the note, which belonged to the "Maker/Creator" the signer of the Note.

If the payment on the Note which was received at the time the Note was sold", the Note was/is deemed paid in full. Regardless of how the note (security instrument) was sold, the maker of the note has no further obligation.

The bank is negligent because they are supposed to be holding the property. The Promissory Note is what client agreed to pay; the Deed of Trust outlines all of the terms and conditions. In order to securitize the note or move it, the bank needs to keep the two documents together, otherwise they DO NOT HOLD ANY VALUE.

According to Court documents, the corporate entity SN Servicing/US Bank NA was the mortgaging agent. According to court records; SPS claimed to have "constructive possession of the note". [Constructive possession means possession of an object that is not in direct physical control, meaning they DO NOT HAVE possession of the note]. As a result, according to Supreme Court ulings, SN Servicing/US Bank NA, nor does possession of the note]. As a result, according to Supreme Court ulings, SN Servicing/US Bank NA, nor does not bank have ANY AUTHORITY to instigate any "foreclosure" or "collection" as they DID NOT and DO NOT HOLD THE NOTE. It or they are ONLY ACTING as a COLLECTION AGENCY or holder of a false and frandulent claim and therefore DO NOT HAVE any claim of equity on the property, they are simply a collection agency.

Any entity, attorney, judge, or eviction party, including any local Sheriff or his deputies may be held personally liable for their actions when assuming [by presumption] that the 'foreclosing party', a collection agency or bank, held BOTH THE NOTE and MORTGAGE/DEED OF TRUST, which evidence clearly indicates that it is virtually impossible for any entity to hold BOTH DOCUMENTS.

In the case of a 'non-judicial' foreclosure, it is the obligation of the "Selling Agent -The Sheriff's Office" to ascertain certainty of the validity of the foreclosure process. It is the obligation of the 'County Sheriff' to protect the property of its citizens.

A non-judicial process DOES NOT PROVIDE due process of law... A simple review of Federal law would have revealed that ALL MORTGAGE LOANS are PREPAID, acknowledged by the Supreme Courts own rulings. See the case law noted herein.

Under Federal Law, NO HOME OCCUPIED BY A Natural American-man/woman may be seized upon by any bank, lender, or collection agency. It is a direct violation of Citizens rights of "due process".

In US BANK, NA v Collymore...

"...when a mortgage is represented by a bond or other instrument, an assignment of the mortgage without assignment of the underlying note or bond is a nullity."

In Landmark National Bank v Kesler...

"MERS has no standing to foreclose and is, in fact, a straw man." (Emphasis added)

In Wilhelm et al., case no: 08-20577-TLM ruled:

"MERS, by its construction, separates the Deed from the Mortgage." (Emphasis added)

A verified title search performed by Christian Filip Trust, revealed that numerous liens are recorded and remain in existence. The certified recorded claim lien #7239538 scarch indicated that Jaroslaw-Artur: Niczyporuk holds a \$12,600,000.00 lien against the subject property to protect the interest of the legal/lawful allodial title holder, Agnieszka Niczyporuk. Two additional liens have been recorded; however, the EASTREN DISTRIC COURT OF SPOKANE COUNTY chose to ignore the liens.

ALLEGATIONS WHICH REQUIRE ANSWERS

1. When COUNTRYWIDE HOME LOANS, a wholly owned subsidiary of Countrywide Financial Corporation, was acquired by Red Oak Merger Corporation—a Bank of America subsidiary—who had the legal authority to alter the borrower's name from that of a living person to a MUNICIPAL PERSON? By what lawful authority did SN Servicing, U.S. Bank Trust National Association as Trustee of LB-Igloo Series IV Trust (USB), or MERS act in enforcing or transferring this altered identity in debt collection and securitization?

Question: How and by whose authority did the names of the "borrower(s)" get changed to the MUNICIPAL PERSON name [the all-capital-text name]? Was the Borrowers informed of this change?

Question: When the life-woman Agnieszka Niczyporuk, the entities who made the application, was it disclosed to them prior to the signing of the documents, that a corporate name, was going to be substituted on the documents? Answer: yes or no.

- Question: When the "Promissory Note" and "Deed of Trust" were signed, did those documents create interest in the public market? Did they create a security interest. Answer. yes or no.
- Question: If the answer to number 2 was yes... "How is the instrument traded?
- 3. Question: Was a demand account opened for this interest in consideration of the deposit made in this institution? Answer, yes or no
- 4. Question: May our client turn over their interest to you, the bank, to settle any debt with you by conveying to you the bank, the interest Client AGNIESZKA NICZYPORUK holds in the ownership rights of the Promissory Note? Answer: yes or no
- 5. Petitioner, Agnieszka Niczyporuk, Trustee, holds rightful ownership interests in both the property and the corresponding paperwork securing the mortgage. Exercising her legal rights, she demands that the bank adjust its accounting balances and ledgers to reflect her intent to settle the debt by conveying her ownership interests in the Deed of Trust, the physical mortgage paperwork, and the demand deposit account originally established in connection with the loan.

We hereby provide the bank(s) with ten (10) days' notice to accept this settlement. Failure to respond within this period shall constitute default, breach of trust, and an act of fraud, as failure to honor a trust obligation is a violation of fiduciary duty. If no response is received, legal action may follow to enforce the settlement and demand full accounting transparency.

- 6. Question: Was the "Mortgage document and the Note" assigned to MERS? Answer, yes or no.
- Question: When the Mortgage document was assigned to the Servicing Agent, was the Note assigned with the Mortgage document? Answer: yes or no.
- 8. Question: Was the "Mortgage & Note" documents considered a "loan" or "an investment product"? Answer: yes or no
- Question: Who authorized the assignment of a new/replacement trustee to the mortgage document? Answer: by name.

DISPOSITION

There are two "remedies" available to resolve this issue:

One: According an "Assignment by MERS" ... the assignce agrees to accept "all interest, all liens, and rights due or to become due thereon." It is required of the Servicing Agent to produce a copy of the assignment to verify acceptance of obligations of the Mortgage and

provide a copy of the assignment to the "Owner of the Mortgage Document", who is the "signer(s)".

Two: Someone authorized the assignment of a "new trustee" to the Mortgage Document. Since the beneficiary cannot change the trustee, and the "collection agent" does not hold any status or interest in the mortgage, and since MERS does not hold any interest in the mortgage, who authorized the assignment of a new trustee to our property?

Christian Filip TRUST (and its ESTATE), assigned any and all interest in all assets held by that DEBTOR TRUST ENTITY to the life-woman Agnieszka Niczyporuk via a contract and provided an irrevocable Relevant/Surety bond to Agnieszka Niczyporuk, a Lien was acknowledged and was set in place and recorded as UCC-l Financial Statement and Contract which included an agriculture lien and was recorded into the public.

Three: According to Supreme Court rulings... "MORTGAGE ELECTRONIC REGISTERATION SYSTEMS, INC. ("MERS") is restricted regarding "assign mortgage rights" ...

"On July 3, 2014, the Maine Supreme Judicial Court issued a ruling in <u>Bank of America, N.A. v.</u>

<u>Greenleaf</u>, 2014 ME 89 (Me. July 3, 2014), significantly affecting the ability of Mortgage Electronic Registration System, Inc. (MERS) to assign mortgage rights as a "nominee" of a mortgage lender. This decision will likely have a considerable effect on the foreclosure process in Maine because it appears to limit the authority of MERS solely to the ability to record mortgages."

"The Maine Supreme Judicial Court first considered the Maine foreclosure statute, 14 M.R.S. § 6321 (2013), which provides that "the mortgagee or any person claiming under the mortgagee" may seek foreclosure of mortgaged property. Next, the court concluded that "[b]ecause foreclosure regards two documents—a promissory note and a mortgage securing that note—standing to foreclose involves the plaintiff's interest in both the note and the mortgage." Greenleaf. 2014 ME 89 at *P9."

Lenders have been using MERS to initiate foreclosures, even though MERS doesn't actually hold the loans. MERS and lenders maintain that under their system MERS is a legal beneficiary of the promissory note. But in 9-0 decision the justices ruled that's not what Washington state law intended. The 9 justices ruled that under our state law, the beneficiary must hold the promissory note.

The bottom line- based on Washington State Law, MERS is not a legal beneficiary unless it actually held the promissory note secured by the deed of trust when foreclosure was initiated. "Obviously the court said no, MERS cannot be that entity, because it is not the note holder and it [is] never is the note holder,".

MERS did not "hold the note" ... Since MERS did not hold the note... it COULD NOT assign it.

According to the documents in our clients possession, several different entities created "color titles" to the

property. Not one single entity possessed the "authority" by any means, to grant title or transfer interest in the property to anyone.

ANOTHER POINT OF VIEW: In a lawsuit filed to set aside a tax sale of mortgaged land in Hamilton County, the Tennessee Supreme Court has held that a mortgage registry business was not entitled to prior notice of the sale because it did not have an interest in the land that is protected under the Due Process Clause of the U.S. Constitution.

Mortgage Electronic Registration Systems (MERS) operates a national electronic mortgage registry system for lenders who are MERS members. MERS electronically tracks the transfer of residential mortgages so that its members will not have to record each transfer in the county's land records.

Further, MERS has no right to collect [or to assign a mortgage or note] because it did not extend any credit; a borrower does not owe MERS any money as MERS does not own the promissory note which may be secured by the mortgage..., whereas SN SERVICING/US BANK NA, DID NOT loan any money either, nor did it possess the "original note", nor did it hold a valid "Deed of Trust".

The deed of trust described MERS as "a separate corporation that is acting solely as nominee for [the original lender bank..., and that MERS was the beneficiary of the deed of trust "solely as nominee" for the lender and any successor to the lender.

"After learning of the sale, MERS filed a lawsuit to set aside the tax sale, naming Hamilton County and Mr. Ditto as defendants. MERS argued that Hamilton County violated its constitutional right to due process of law by selling the land without notifying MERS. MERS claimed that the deed of trust gave MERS its own independent interest in the Hamilton County property, so it was constitutionally entitled to prior notice of the tax sale. The trial court <u>ruled against MERS</u>, holding that MERS was merely an agent of the lender without a separate interest in the property..."

Our point here is:

- An "American Citizen, someone born in one of the states of the union or has completed the requirements to become an American Citizen, and who is not a U. S. Citizen/fiction", is not subject to a non-judicial foreclosure..., as such a process is INVALID lacking Due Process of Law.
- 2. The "land" in this case, is held in Trust, under a "Certified Land Patent", which can only be set aside via a "congressional act or action". A "Corporate STATE OR DISTRICT MUNICIPAL COURT does not have standing to adjudicate "Federal Rules of Law". Land Patents are "Treaty Law" and can only be set aside by an act of Congress.
- 3. There are only three basic jurisdictions... Land, Sea and Air... These jurisdictions are universal... The Spanish King was given the responsibility for making "Land Grants" ... The British King was given the flow of activities of the Sea... Various other Kings were given jurisdiction over the Soil... and the Pope kept the jurisdiction of the Air for himself...

LAND GRANTS... were/are made permanent... one cannot "sell the land" ... the land maybe granted to a successor by way of another grant... hence "THE GRANTING CLAUSE in land purchases. Since the early nineteen hundreds, we all but stopped using "land patents", however adopted the "British System" of utilizing "color of titles". The underlying purpose was to remove land ownership from the people and replace ownership with a "corporate entity (your all-capital-text-name)". What ownership one can claim today is "possession ownership" ..., a tenant!

In 1777, the Spanish King made a Grant of the Land of this country, on behalf of the Trust to "The United States of America", which translates into the state of state, operating in international jurisdiction venues. In reality, the land is held by our "Federation of States doing business as "The United States of America". Land Patents were issued to private individuals when the land was originally purchased. Those Land Patents maybe "carried forwarded" whereas the "allodial title" is then obtained. There is no higher title for the land. "Fee Simple Title" is a "color title" which provides possession ownership, whereas some other "authority" or "government entity" claims title.

Thus, by two separate Grants, "Land & Soil", our country acquired its land and soil, with the Soil being held by the Original Union of States doing business as the States of America..., and the Land being held by our Federation of States doing business as "The United States of America", reclaimed again in November 2015.

It should be noted that ONLY AMERICANs can hold ownership in American Land. In reality, when a foreign entity (including all corporate entities) purchase "real estate" they ARE NOT purchasing the land. They only acquire "equity interest" in the property..., NOT THE LAND! Land cannot be sold....

In practical terms..., each "County hold the Soil Patent" and each "State holds the Land Patents" AS A RESULT of the "ORIGINAL GRANTS made by the Spanish King those many years ago.

America re-issued our Sovereign Letter of Patent on April 15, 2023..., whereas actual Americans may still claim their "Land Patents". The BAR ATTORNEY COLLECTION AGENCIES cannot and do not obtain "land title" by foreclosure. LAND MAY ONLY BE GRANTED from one owner to another, since LAND may never be used as DEBT SECURITY, whereas "color title" does not "grant title" nor does "foreclosure for non-payment of DEBT GRANT TITLE TO any bank or lending agency. These entities function in a foreign jurisdiction ADMIRALITY JURISDICTION... Land Title and ownership may only be adjudicated in "Land Jurisdiction".

FINAL DISPOSITION

- The Bank(s) as 'Respondent' must choose one of the following actions:
 - a. Submit a certified letter/notarized by a licensed Public Notary, stating their withdrawal of any and all claims to the land & property known as 1315 N Dunbarton Oaks Ln Liberty Lake County Spokane, Washington, including any claim or action, legal or otherwise, against the life-woman, Agnieszka Niczyporuk ..., Christian Filip Trust, and its agents/trustees. We require that the records of COURTS be corrected and that the full reconveyance of the property back to Agnieszka Niczyporuk Trustee into Christian Filip Trust name.
 - b. If you do nothing... we, on behalf of Petitioner Agnieszka Niczyporuk, will file with the Court, necessary documents that we, on behalf of Petitioner Agnieszka Niczyporuk, have provided the proper administrative process of law in corresponding with you the bank and that you have breached your trust and now stand in default, and that you, the bank has failed to perform your obligated duties that you have agreed to and which were duly assigned to you by contract.

We will file our claim with EASTERN DISTRICT COURT, requesting that a "qualified institutional banker/Indentured Trustee" present him or herself on behalf of the bank. Only a qualified institutional banker can answer the questions we have. Our client's contract is with the bank(s), and NO LAW FIRM can speak for the bank or answer the questions we will present to a qualified institutional banker.

We will Petition the court for an injunctive review and immediate ruling as to the bank
fraudulent contract violation. We are not asking the bank(s) to validate the debt, nor are we
asking that the bank produce the note. The bank(s) are required to correspond with our client in a
legal, lawful way.

This Commercial Tort Claim is created as a "Remedy" as authorized under Public Law 43 USC 1983 and does not require a court process to establish a Lien against an individual or corporate entity, A "Lien" may be establishment against the "Respondent" for failure to rebut the "Allegations" put forth in the Commercial Tort Claim. This Commercial Tort Claim is created under the jurisdiction of the "Air" and is the result of a "breach of trust" or "failure to fully disclose all aspects of a contract", which includes those "Allegations" put forth within the Commercial Tort Claim. This Claim, and any subsequent lien placed on the "Respondent's Property" may be challenged via the Tth Amendment [common law] jury trial. The Lien may not be removed by any foreign "jurisdiction court", and may only be removed by the Lien Claimant, or jury trial property constituted, convened, and conducted under due process of law.

Supplemental Agreement:

1.) The Claimant hereby declares and deposes, that the "Allegations listed herein" are included in an affidavit of "The Living Testimony in the form of an Affidavit of Truth", "Notice of Non-Judicial Process" and "Warning of Commercial Grace" to which the Respondent must answer and rebut each and every "Allegation" as outlined herein.

This is NOT a "Notice of dispute", it is a "Commercial Tort Claim for Damages" a Remedy as defined under UCC § 1-201 (32) and 43 USC 1983. A Respondent responding by assignment to a "Resolution Specialist" or Attorney..., is NOT a rebuttal to the Allegations.

The Respondent, in his own words, must answer each question. ALL QUESTIONS MUST be answered. Failure to do so will result in default judgement and the filing of a UCC Lien.

- A "Respondent" is named by his "common name" His private given name... Not his "Official Office Holding Name". A Commercial Tort Claim will not be made in the ALL-CAPITAL-TEXT NAME, as it is owned by the MUNICIPAL FEDERAL GOVERNMENT.
- 2). A Commercial Tort Claim is levied against a "Respondent" as a result of their failure to honor the "rights of the "Claimant" or for the violation of a "Public Law(s)" which allows for Claimant to seek a "Remedy" for actions against him/her. Remedies are often specified in the code, which may include monetary and/or confinement. When no Remedy is stated, a claimant my under law, establish a reasonable remedy for his losses.
- 3). A "Respondent" must respond to the allegations himself or herself. An Attorney or a Corporate Officer MAY NOT answer for the respondent..., as both are "dead entities/corporate entities" and as such cannot speak for you. In the event a respondent chooses to have a corporate entity answer for him/her, then the entity who has chosen to answer the allegations, then accepts the burden of obligation on behalf of the respondent, thus accepting the Respondents obligation and will stand as "surety" for the "Respondent".
- 2). The Affiant/Claimant hereby openly declare and depose, that 'Failing to respond, by rebuttal' of each and every Allegation made herein, within the time so specified herein, is "Contractual default". The Allegations which have been made herein, are "True" "Correct" and "Complete". By failing to respond, Respondent(s) or his/her Agent, are acting in knowledgeable and willful neglect, thus "acknowledging by default" that each and every Allegation is true and correct.

Notice to Agent is notice to Principal - Notice to Principal is notice to Agent.

- The "Testimony in the form of an Affidavit of Truthe", establishes status in presenting this
 Administrative Process of a Commercial Tort Claim as Remedy. This claim is a true bill in
 commerce publicly declared. A true bill in commerce always contains, and is characterized by, a oneto-one correspondence between an item or service purchased, a debt owed. Or remedy declared.
- 2. This commercial relationship is what is known as "just compensation" (5th Amendment, U.S. Constitution). A normal true bill in commerce is private, whereas a commercial lien is publicly declared, using means such as media advertising and/or filing at the County Recorders, including recorded the lien as a UCC "Financial Statement" When it is uncontested by a categorical point-by-point rebuttal of the affidavits, it is considered an account cured receivable account, and the Claimant by "contract", utilize any and all lawful means to collect the DEBT and take possession of any property owned by the "Respondent" Since this process is "Lawful Remedy" under Public Law, no aspect or element of this Claim may be adjudicated under any other jurisdiction.
- 3. We on behalf of the Claimant may file a UCC-1 & Security Agreement in the public record, designating himself-herself, the registered "Secured Party Creditor"; the "holder-in-due-course". An unpaid Claim will result in the filing of a "Common Law Lien" on any kind of property owned or held by the RESPONDENT. The Lien carries a 99-year life and may only be removed by the Claimant.
- 4. The Respondent may fix or repair the "wrong" by completing or fulfilling the remedy provided, which may include fulfilling the requirement of the Law. This claim is not about making money, nor creating a hardship for the Respondent. This Claim contains an educational-awareness element that is designed to inform and set the record straight by informing the Respondent of his errors in knowledge of the law, and/or poor judgment in carrying out his/her obligations under the Law. A Respondent will be given the opportunity to fulfill his/her obligations required by the Public Law in lieu of payment of this obligation.
- 5. "Ignorance of the Law" is no excuse... If a Respondent's job requires knowledge of Law, then it is incumbent of Respondent to "learn & understand" that portion of the law which affects his or her job. Simply stating that "that's how it has always been done" is no longer acceptable.
- 6. All Law is Contracts... Contracts Make Laws. As Americans, even as U.S. Citizens of the Corporate Government, the "violation of a law" is a violation of a contract... If a "signed and acknowledged Contract" does not exist between the parties, including "governmental agencies such as police, taxes, and hundreds of other situations, THE LAW MAY EXIST... BUT UNLESS YOU HAVE A CONTRACT WITH THAT AGENCY... THE LAW DOES NOT APPLY... They MUST have a contract with you...

Rebuttable of Presumption

"An assumption that is deemed fact unless rebutted by reliable conflicting evidence. A presumption which is presumed valid, but which is subject to conflicting evidence being presented which effectively rebuts or overturns the presumption." Blacks law Dictionary 2nd Ed.

Notice is hereby given that we are providing twenty (10) days for your response. In the event you choose not to respond, on the 11th day you shall be deemed in default, whereas the holder of this Obligation may at his or her option, file or record a common law lien against any asset held by you the Respondent.

Surety for the value of this Obligation is the Transmitting Utility, Account number 2300529 under the, including a EQUITY SURETY BOND IN THE AMOUNT OF \$10,800,000.00 attached to the court case number listed on documents.

Notice of the List of Respondents with a Direct link and who have participated in the "Mortgage", "Lending", including the plain and simple "bait & switch" practices of the "mortgage lending industry".

The following individuals and/or businesses have participated in the mortgage of:

Property Address: 1315 N DUNBARTON OAKS LN, LIBERTY LAKE SPOKANE County, Washington

Freddie Mac 8200 Jones Branch Drive McLeon, VA 22102

US Bank Trust, NA, Trustee for LB-Igloo Scries IV 7114 E. Sictson Drive, Ste 250 Scottsdale, AZ 85251

Halbec Capital 7114 E. Stetson Drive, Ste 250 Scottsdale, AZ 85251

Federal Housing Finance Agency 400 7th Street SW Washington, DC 20219

Michelle Ghidotti. Esq. 1920 Old Tustin Ave Santa Ana, CA

SN Servicing Corporation 13702 Coursey Blvd., Bldg 1A Baton Rouga, LA 70817

North Star Trustee, LLC 6100 219th St. SW, Ste 480 Mountainlake Terrace, WA 98043

DLJ Mortgage Capital, Inc. 11 Madison Ave., 4th Floor New York, NY 10010

BSI Financial Services 314 8 Franklin Street Titusville, PA 16354

Countrywide Bank, FSB 1199 North Fairfax St., Ste 500 Alexandria, VA 22314 WSFS, FSB dba Christiana Trust, Hilldale Trust 3-1 Post Office Box 809441 500 Delaware Avenue Wilmington, DE 19801

Fannie Mae 1100 15* Street NW Washington, DC 20005

Bank of America 4500 Amon Carter Blvd Fort Worth, TX 76155

Michelle Chidotti. Esq., Trustee 144 Railroad Ave., Ste 236 Edmonds, WA 98020

Select Portfolio Servicing Post Office Box 65250 Salt Lake City, UT 84165

Wilmington Savings Fund Society, FSB 1114 Avenue of the Americas, Suite 2700 New York, NY 10036

Fay Servicing, LLC 5426 Bay Center Drive, Sto 300 Tampa, FL 33609

Vonnie McElligott, AIF Northwest Trustee Services, Inc. Post Office Box 997 Bellevue, WA

Countrywide Home Loans, Inc 1199 North Firefox St., Ste 500 Alexandra, VA 22314

CHRISTIAN FILIP © Trust

Agnieszka Niczyporuk Managing Trustee
By: Agnieszka Niczyporuk - Managing Trustee
Without Prejudice - Without Course - All Rights Reserved

Christian Filip (C) Trust - A Pure Contract Trust

"A pure Truck is not so much actived; it is a contractual relation, him in truck form:

"and work in adalled a many manual Haward or a larger Consequent was another the consequent many return continuent continuent in the continuent of the conti

Case 2:24-cv-00423-SAB ECF No. 6 filed 03/13/25 PageID.101 Page 55 of

> I CERTIFY THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE

> > MAR 1 1 2025

TIMOTHY, W, FITZGERALD, COUNTY CLERK

23-2-00.984-32

	TED STATE	S DISTRICT COUR	······································
	Eastern Distr	ict of Washington	
United States of Am	crica	}	FILED
U.S. BANK TRUST NATIONAL A TRUSTEE OF LB-IGLOO SERIE SERVICING CORPORATION, SHIDOTTI, ESQ.,DAVID COATS, JUDGE JACQUELYN M HIG	S IV TRUST, SN MICHELLE R. WARREN LANCE,) Case No.))))	MAR I 1 2025 TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK
Defendant(s)	CDVD 4TINA	I COMPLAINT	
		L COMPLAINT	
I, the complainant in this		owing is true to the best of my	knowledge and belief. Spokane in the
On or about the date(s) of		in the county of	Spokane III IIIe
State Washington District of	Eastern	, the defendant(s) violated: Offense Description	
8 USC 241, 18USC 242, 18 USC 245, 18 USC 2431 & 802, 18 USC 2331 & 802, 18 USC 2339, 15USC 1-3,18 USC 175,18 USC 1001, & 5 USC 3331, Oath of office, & RCW 43.01.020, 1787 Constitution for the United Statets America & 1787 Constitution of the demonyn State of Washington. This criminal complaint in Persuant to, "United States Cong disclosure, violation of dues proceed of common law under contract. C 1001. It's a well known fact that the states of the states are stated to the states of the	case breach C Contract, Brea 1961-1968 (RI 157 and RCW a based on these facts ressional Record Mai ess, violation of Mariy	: ch 17, 1993, Vol. #33, page H- ury V Madison (1803), and viola politicy the peace Treety of Ore	tiolations of U.S.C. §§ 41, 1343, 1951, 1956, 1957, A.B2 Criminal Profiteering ACT) 1303" which denied full tion of Constitutional guarantees
Continued on the attac	ched sheet.	17	mplatnant's signature
			zka Niczyporuk-Trustee
•			otary Public of Washington— DY HOWERTON
Sworn to before me and signed in	n my presence,	LICE	NSE # 23033548 &
Sworn to before me and signed in	i my presence,	LICE	
		LICE MY COMM	NSE # 23033548 &
Date: 2/18/1025	e /pilled 1 m	LICE MY COMM	NSE # 23033548 &

UNITED ST	ATES DIS	TRICT COUR	.1	
	n District of Wa	chington 🔻		
Easter	n District of Wa	السا المال المال المال		
United States of America v. ERIC MARSCHACK ESQ, MIKE I TODD-UT TRUSTEE, RYAN CARSON ESQ, ERICA TAYI TRUSTEE, RYAN CARSON HEATHER WILHELM, ALI) S LOR)	Case No.		
RUSTEE, RYAN CARSON EST, LINEAU, OFTIS PACHECO, HEATHER WILHELM, ALI MCNEESE, JUDGE FREDERICK CORBIT	SHA)			
Defendani(s)				
CRI	MINAL CO	MPLAINT		
I, the complainant in this case, state that	. the following i	s true to the best of my	knowledge and belie	E.
	t die ionomme ,	in the county of	Spokane	in the
)[[0] a[Out [] 0 all [] -	علم عام	fendant(s) violated:	•	
State Washington District of Eastern	, ale ue	Offense Descrip	tion .	
245, 18 USC 2331 & 802, 18 USC case to 2339, 15 USC 1-3,18 USC 175,18 Control	oreach Cath of C act. Breach of Fl	duciary/Trustee duties	Compliant for a Commoces of Law, and Breas (Violations of U.S.C.) 1341, 1343, 1951, 195 , 9A.B2 Criminal Profite	§§ 6. 1957.
This criminal complaint is based on the Persuant to, "United States Congressional Redisclosure, violation of dues process, violation of common law under contract. Contract of Tigoth. It's a well known fact that the "BAR" is	ecord March 17, of Marbury V N			
☑ Continued on the attached sheet.		Ayı	Complainant's signature leszka Niczyporuk - Tr Printed name and title	ustee
Sworn to before me and signed in my presen	nce.			
Date:				
			Printed name and title	
City and state:				
City and state:	2	of 2		

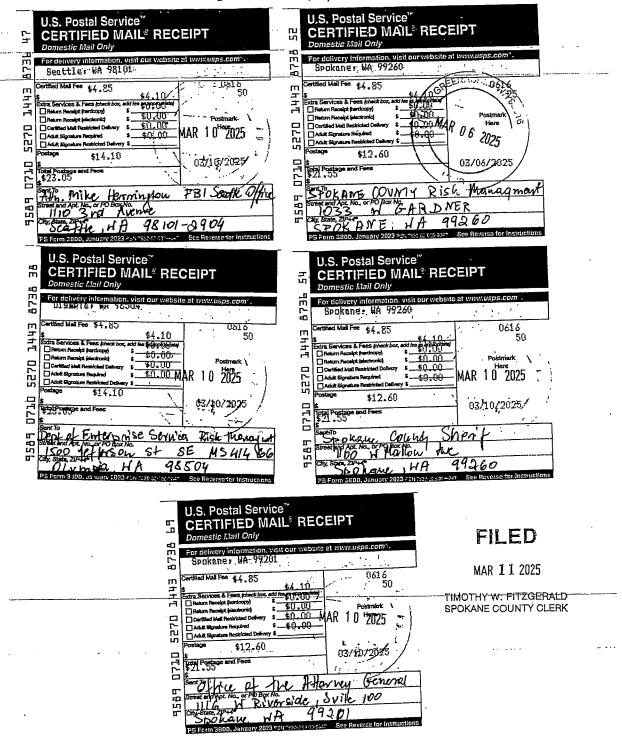
I CERTIFY THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE

MAR 1 1 2025

TIMOTHY W. FITZGERALD, COUNTY CLERK

_____DEPUT

403 23-2-00984-32



Case 2:24-cv-00423-SAB ECF No. 6 filed 03/13/25 PageID.107 Page 61 of 403

I CERTIFY THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILL AND OF RECORD IN MY OFFICE

MAR 1 1 2025

TIMOTHY W, FITZGERALD, COUNTY CLERK

(Validala) DEDIT

PageID.108 filed 03/13/25 Case 2:24-cv-00423-SAB ECF No. 6 Page 62 of

> SPOKANE COUNTY LIABILITY FOR DAMAGES FORM 23-2-00984-32 GENERAL LIABILITY CLAIM FORM

Pursuant to Chapter 4.96 RCW, this form is for presenting a claim for damages against Spokane County. Information requested on this form may be subject to public disclosure. This claim form must be presented with an original signature and cannot be submitted electronically (via e-mail or fax).

PLEASE TYPE OR PRINT IN INK

MAIL OR DELIVER ORIGINAL CLAIM TO: SPOKANE COUNTY
DEPARTMENT OF RISK MANAGEMENT
1033 W. GARDNER
COULAND MASSIMOTON 20222

SPOKANE, WASHINGTON 99260

TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

MAR 11 2025

and the second second		CLAIMANT INFORM	MOITA	2. Date of birth (mm	(dd/wwv)
Claimant's name (last name, first	name, middle name)			2, Date of Bibli (fixe)	,,,,,,,
Niczy poruk	Apriles2	.ka			
NICZYPONOR	* 17		City	State	Zip
Current residential address			υ,		
	and address)		City	State	99019
Mailing address (if different from	current address)	Liberty	Lave	Washingter	7, 40. 7
P.O. Box 426		1	•		
Residential address for six mont	hs prior to the date of	this incident (if different from	n current addre	ss):	
Residermal address to six more					
				8. Email	
. Home phone		7. Work phone		b. One	
9,					
			ATTAN TO		
		INCIDENT INFORM		lede:	
. Date of Incident (mm/dd/yyyy)	11. If incident occur	red over a period of time list	I Start and end t	C	Р.М. 🔲
2-28-2008	Start date:	(mm/dd/yyyy)	Time:	A.M. 🔲	P.M. [_]
	Ciair date:				
0. Time of incident	End date:	(mm/dd/yyyy)	Time:	A.M. 🔲	' Р.М. 🔲
Пр.м.	Life date.	•			
12. Location of incident (state and	county, city if applica	able, place where occurred)			
2. LOCAUGH OF HIGHER LAND					
			etmat/bial	anany	
13. Name of street, highway, mile	post, nearest interse	ection (if incident occurred n	ear a succomig	maj)	
	t (a) attack	dim responsible for damag	e/iniury		
14. Spokane county department	syemployee(s) allege	alley reaponalists			
15. Names, addresses, and tele	phone numbers of all	persons involved in or witne	ess to this incide	ent (attach additional sheets if i	necessary)
15. Names, addresses, and telep	Altana rasina e	•			
,					
					incident
	phone numbers of all	Spokane County departme	nts or employee	s having knowledge about this	incident
16. Names, addresses, and tele	phone numbers of all	Spokane County departme	nts or employee	s having knowledge about this	incident

	- Anniques - Constitution to the Spirit William St.	with a second control of the second control	<u>U3</u>			<u> </u>			
	17. Names, addresses, and telephone numbe issues involved in this incident, or knowledge	of the claimants resuming damage	offeed to (15) and	(16) above that hav a brief description a	e knowledge regarding the liabli to the nature and extent of eac	ity h			
	person's knowledge (attach additional sheets	if necessary).	*** \						
•									
						1			
	18. Describe the cause of the injury or damag	nes (what happened?), Explain the	extent of property	loss or medical, ph	ysical, or mental injuries (attach				
	additional sheets if necessary)	, ,							
						-			
	19. Has the incident been reported to law	20. Reported to whom?	21. Date of rep	oort (mm/dd/yyyy)	22. Report number				
	enforcement, safety, or security personnel?								
	Yes No 23. Are you a Medicare beneficiary?	24, If yes, please provide Medica	re number:			\dashv			
	Yes No 25. Names, addresses, and telephone numb	or of treating medical providers (a	effacts copies of all	medical reports and	1 billinas)				
	25. Names, adoresses, and relephone numb	lets of deathing friedless browners for	and oupled of an						
	26. Please attach documents which support	the claim's allegations.							
	27. If your claim involves a motor vehicle ac	cident, complete, sign, and include	the attached vehi	de collision form.					
	28 Hyou are presenting a personal injury d	28. If you are presenting a personal injury claim, complete, sign, and include the medical release form.							
	29. I dalm damages from Spokane County i	u the sum of \$ 10 8 80 1 of	0U. 50						
	This claim form must be signe	ed by either: the daimant, verify	ing the claim; po	ursuant to a perso	nal written power of				
	attorney, by the attorney in fac	ct for the claimant, by an attom rt-appointed guardian or guardi	ey admitted to p ian ad litem on b	ractice in Washin ehalf of the claim	gton state on the ant.				
	I declare, under penalty of perjury under the laws of the								
	My DIM		Felo	5 th 20.	25				
	Signature of Claimar	nt	Date	Pla	ce (City and County)				
	}				, ,				
	,								
		(•			•			
		,							
	:								

> I CERTIFY THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE

> > MAR 1 1 2025

TIMOTHY W. FITZGERALD, COUNTY CLERK

__DEPUTY

23-2-00984 132

2/5/2025

AGNIESZKA*NICZYPORUK ----

C/o.P.O. Box 426 LIBERTY LAKE, WASHINGTON 99019

UNITED STATES CORPERATION COMPANY

FILED

Spokane County—Department of Risk Management—D.U.N.S. #010205078

MAR 11 2025

SPOKANE COUNTY CLERK

1033 W. GARDNER Spokane, Washington 99201.

TIMOTHY W. FITZGERALD

LEGAL AND CONSTRUCTIVE NOTICE
NOTICE TO AGENT IS NOTICE TO PRINCIPAL

CLERK OF THE COURT

DEAR SIR/MADAM

The lawful life-woman on the land/soil inside America had a constitutional - guarantee to own land; Supremacy Clause of Law of the land, Article VI, Paragraph 2 of the United States Constitution and Washington State Constitution Article 1— Declaration of Rights section 1–35 but respectfully section 3 - No person shall be deprived of life, liberty, or property without due process of Constitutional common law or Natural law — Gods Laws.

The Natural American-woman followed the LAWFUL notification process to reclaim the property, RCW 61.24---61.12 for the life-woman is owed due process of 28 USC 1585---RCW 6.13.030---WAC 458-61A-210 for equity value of lien amount, as the case/cause number "23-2-00984-32WA---2300329WA as the lower superior court Judge JACQUELYN M. HIGH-EDWARD purged her active Oath of Office with prejudice dismissed a active District court case with the Judges issued Orders stating the case has been resolved by Order from Eastern District

23-00329-EPC7 Doc 179 Filed 02/13/25 Entered 02/13/25 10:00:00 D

Washington Bankruptcy Court, Which is a wrong presumption under the Judges Oath, this case is still active and on going under a criminal complaint attached, as well the Judge breached her oath by the statements and wrongfully putting miss leading court information into record with a date of 6/28/2027 of the year of our Lord, presenting fraud upon the Superior Court of the Republic County of Spokane and the Republic County Recorder's Office.

The last know owner that was recorded into the Republic County recording office, was Christian Filip Trust, the Trustee a Natural American-Woman on the land/soul was Agnieszka Niczyporuk who was the Trustee, how does this Judge and clerk of the court and county recording office violate trust laws and equity laws governed by the RCW---WAC and United States Codes---28 USC 1585. What Jurisdiction is this court and county ruling in? For the record we are challenging the ruling under the writ of quo warranto.

This Torts claim Bill is acknowledged as a foreign commercial "Bill of credit" for the contractor's Credit monetary Foreign commercial construction contract "2300329WA—23-2-00984-32", from the required contractor's Surety performance bond and/or "Payment" Labor bond or both; together they are listed and traded as a Fidelity Bond. The IRS requires a 1099c be filled out by the UCC contractor to show the commercial UCC National Debit has been canceled.

As the executive owner of this account, I want funds from the payment bond to be sent VIA Certified Check to the Address above. After 10 days, this action comes under 15 USC section 1; as a charge to the IRS/CID.; Failure to Adhere to this directive will Necessitate an Investigation request from the Criminal Investigation Division 9CID), Treasury Inspector General, and the Internal Revenue Service (IRS) Investigation Team Ogden Utah, for securities fraud, pursuant to the Securities Exchange Act of 1934—Emergency banking Act 1933—Securities Exchange Commission (Sec), 15 USC78d—28 USC 1585.

Conclusion:

The Foreign Court(s) are in Violation of the Constitutional Trust guarantees of a life-woman AGNES-NICZYPORUK on the land/soil of America under treaty contract—18 USC 241—242—Fifth Amendment of the Republic laws of the American Constitution and Washington State Republic Constitution, - Pursuant to Republic Laws of Article 4 — Republic form of Government — Supremacy Clause Article VI Paragraph 2 — Washington State Constitution Article 1, sections 1 – 34 —Pursuant to section(s) 1—2—3, personal rights: No person shall be deprived of life, Freedom, Liberty, Or Property without due process of Republic laws.

ALL COUNTY/STATE/FEDERAL COURTS ARE OPERATING UNDER:

- (1) TRADING WITH THE ENEMY ACT AS CODIFIED IN TITLE 50 USC,
- (2) TITLE 28 USC, CHAPTER 176, FEDERAL DEBT COLLECTION PROCEDURE, BANKRUPTCY LAWS AND EQUITY LAW-28 USC 1585.
- (3) FED.R.CIV. P. 4(j) UNDER TITLE 28 USC \$1608, MAKING THE COURTS "FOREIGN STATES" TO WE THE PEOPLE BY CONGRESSIONAL MANDATE"IT IS THE DUTY OF THE COURT TO DECLARE THE

MEANING OF WHAT IS WRITTEN, AND NOT WHAT WAS INTENDED TO BE WRITTEN. J.W. Seavey Hop Corp. v. Pollock, 20 Wn.2d 337,348-49, 147 P.2d 310 (1944), cited with approval in Berg v. Hudesman, 115 Wn2d at 669.

Pursuant to; United States Congressional Record March 17, 1993, Vol. #33, page H-1303; The Bankruptcy of The United States Corporation Company, all State franchises, and Federal Reserve Banking system(s); Emergency Banking Act, March 9, 1933, 48 Stat. 1, Public Law 89-719; declared by President Roosevelt, being bankrupt---insolvent---de-facto franchises.

"The question is what jurisdiction are you ruling in, since you are a bankrupt UNITED STATES CORPERATION COMPANY"?

The Natural American-Woman AGNIESZKA•NICZYPORUK is moving forward with a writ of quo warranto challenging Jurisdiction, as beneficiary holder in due course of his equity interest of land rights of the property stated above.

I appreciate your prompt attention to this matter and look forward to a favorable resolution.

This Lawful Document will be mailed to the:

IRS Securities Investigation Team, P.O. Box 3801 Ogden, UT 84409

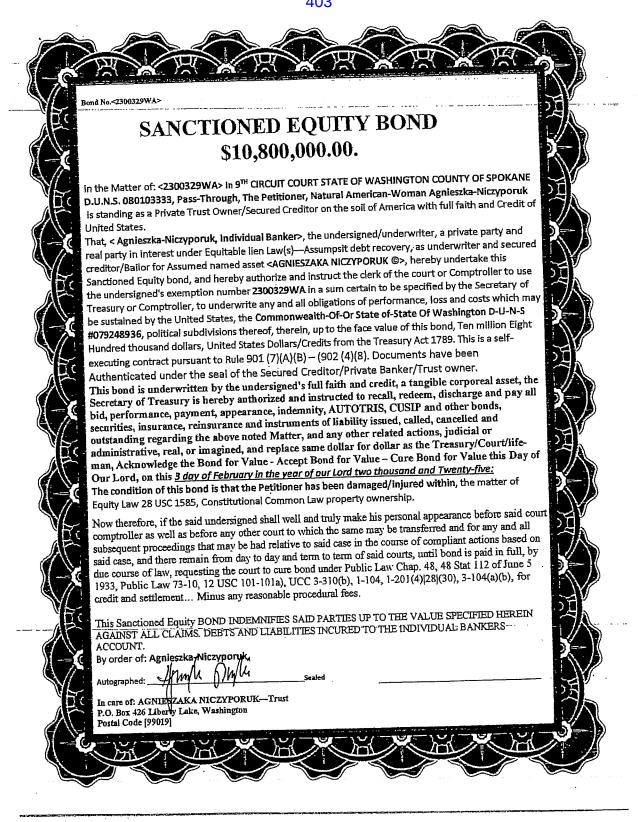
1500 Pennsylvania Ave NW RM 3414 [Washington DC] Treasury investigation Department, for securities fraud.

Respectfully Done in Good Faith. Dated and sealed this day of our Lord February 5th, 2025.

Autographed Bye:

Agrieszka Niczyporuk Trustee

"Without Prejudice-Without Recourse-All Rights Reserved"



PageID.119 Case 2:24-cv-00423-SAB ECF No. 6 filed 03/13/25 Page 73 of

I CERTIFY THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE

MAR 1 1 2025

TIMOTHY W. FITZGERALD, COUNTY CLERK

Case 2:24-cv-00423-SAB

ECF No. 6 filed (

filed 03/13/25

PageID.120 Page 74 of

23-2-00984-32

2/7/2025

JAROSLAW-ARTUR-NICZYPORUK

Agnieszka • Niczyporuk

C/o P.O. Box 426 LIBERTY LAKE, WASHINGTON

FILED

UNITED STATES CORPORATION COMPANY

SPOKANE COUNTY COURT WASHINGTON-D.U.N.S. # 601021512

MAR 11 2025

1116 W BROADWAY AVENUE #300 Spokane, Washington 99260

TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

LEGAL AND CONSTRUCTIVE NOTICE
NOTICE TO AGENT IS NOTICE TO PRINCIPAL

CLERK OF THE COURT

DEAR SIR/MADAM

Now here comes in our life-man capacity as Private Banker/Secured Creditor; Is standing as an Article 4, Republic Government Official; American Trust Owner; Natural American-Man--- Jaroslaw-Artur: Niczyporuk a Public free man on the land/soil inside America, Is writing you for declarations of Oaths of Office and liquidation and settlement of my case/cause number 23-2-00984-32 account of a non-Judicial foreclosure action on private property, inside the Republic County of Spokane---Which Violated Article 1 Section 3 of the Republic Constitution of Washington State---Amendment 4-5 United States Constitution---18 USC 241-242--Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. §1692 et seq... ---Truth In lending Act. The Natural American-Man and American-woman under the RCW 61.24---RCW 65.08.090---WAC 458-61A-210---RCW 49.60.030---RCW 43.06D---RCW 11.125.210---28 USC 1585---28 USC 581---11 USC 704---Equity/Trust laws transferred this property, 1315 N Dunbarton Oaks Ln, LIBERTY LAKE, WASHINGTON, Paree] #55141.5503 into a trust for settlement of 12 USC 95a (2)---12 USC 411, for Public Credits of the United States Treasury Act [1789], Land/Letter Patent Act [1812], duress lien of \$2,700,000.00 of US dollars/Credits, Pursuant to Treasury Act 1789.

It appears that the Judge JACQUELYN M HIGH-EDWARD has dishonored the courts bonds and her Oath, the judge states that these matters have been resolved in Bankruptcy Court on 9/11/23 is false. This is an ongoing case in bankruptcy court. Judge has also dishonored this case by dating the order wrong, with a 6/28/2027 date, which brings forth default against the Bond of the court for Duress and damages of the Life-man and Life-woman. JAROSLAW•ARTUR•NICZYPORUK—Agnieszka • Niczyporuk

The lawful life-man—life-worman on the land/soil inside America had a constitutional - guarantee to own land; Supremacy Clause of Law of the land, Article VI, Paragraph 2 of the United States Constitution and Washington State Constitution Article 1-- Declaration of Rights section 1-35 but respectfully

section 3 - No person shall be deprived of life, liberty, or property without due process of Constitutional common law or Natural law --- Gods Laws.

The Natural American-man And American-woman, followed the Due process inside the RCW 61.24--61.12 for the life-man and life-woman is owed due process of 28 USC 1585-RCW 6.13.030-WAC 458-61A-210—Clayton Act—15 USC § 1585—12 USC 95a (2)—18 USC §§ 1961-1968---15 USC §§ 1-7--15 USC § 1611--15 USC § 1692--18 USC § 3301---18 USC § 1031---18 USC § 1033---18 USC § 1341-18 USC § 1348, for equity value of lien amount, as the cause number "23-2-00984-32" is being traded as a CUSIP bundled security on the open Fidelity stock market for profit.

This Bill is acknowledged as a foreign commercial "Bill of credit" for the contractor's Credit monetary Foreign commercial construction contract "2401080WA", from the required contractor's Surety performance bond and/or "Payment" Labor bond or both; together they are listed and traded as a Fidelity Bond. The IRS requires a 1099c be filled out by the UCC contractor to show the commercial UCC National Debit has been canceled.

As the executive owner of this account, I want funds from the payment bond to be sent VIA Certified Check to the Address above. After 10 days, this action comes under 15 USC section 1; as a charge to the IRS/CID.; Failure to Adhere to this directive will Necessitate an Investigation request from the Criminal Investigation Division 9CID), Treasury Inspector General, and the Internal Revenue Service (IRS) Investigation Team Ogden Utah, for securities fraud, pursuant to the Securities Exchange Act of 1934—Emergency banking Act 1933— Securities Exchange Commission (Sec), 15 USC78d--12 USC 95a (2)--12 USC 411.

Conclusion:

The Foreign Court(s) are in Violation of the Constitutional Trust guarantees of a life-man & lifewoman JAROSLAW•ARTUR•NICZYPORUK--- Agnieszka • Niczyporuk on the land/soil of America under treaty contract—18 USC 241—242- Fifth Amendment of the Republic laws of the American Constitution and Washington State Republic Constitution, - Pursuant to Republic Laws of Article 4 — Republic form of Government — Supremacy Clause Article VI Paragraph 2 -- Washington State Constitution Article 1, sections 1 - 34 -- Pursuant to section(s) 1-2-3, personal rights: No person shall be deprived of life, Freedom, Liberty, Or Property without due process of Republic laws.

ALL COUNTY/STATE/FEDERAL COURTS ARE OPERATING UNDER:

- (1) TRADING WITH THE ENEMY ACT AS CODIFIED IN TITLE 50 USC,
- (2) TITLE 28 USC, CHAPTER 176, FEDERAL DEBT COLLECTION PROCEDURE, BANKRUPTCY LAWS AND EQUITY LAW-28 USC 1585.
- (3) FED.R.CIV. P. 4(j) UNDER TITLE 28 USC \$1608, MAKING THE COURTS "FOREIGN STATES" TO WE THE PEOPLE BY CONGRESSIONAL MANDATE"IT IS THE DUTY OF THE COURT TO DECLARE THE MEANING OF WHAT IS WRITTEN, AND NOT WHAT WAS INTENDED TO BE WRITTEN. J.W. Seavey Hop Corp. v. Pollock, 20 Wn.2d 337,348-49, 147 P.2d 310 (1944), cited with approval in Berg v. Hudesman, 115 Wn2d at 669.

Pursuant to; United States Congressional Record March 17, 1993, Vol. #33, page H-1303; The Bankruptcy of The United States Corporation Company, all State franchises, and Federal Reserve Banking system(s); Emergency Banking Act, March 9, 1933, 48 Stat. 1, Public Law 89-719; declared by President Roosevelt, being bankrupt---insolvent---de-facto franchises.

"The question is what jurisdiction are you ruling in, since you are a bankrupt UNITED STATES CORPERATION COMPANY"?

The Natural American-Man & Natural American-woman

JAROSLAW-ARTUR-NICZYPORUK—Agnieszka • Niczyporuk is moving forward with a writ of quo warranto challenging Jurisdiction, as beneficiary holder in due course of his and her equity and labor interest of land rights of the property stated above.

I appreciate your prompt attention to this matter and look forward to a favorable resolution.

This Lawful Document will be mailed to the:

IRS Securities Investigation Team, P.O. Box 3801 Ogden, UT 84409

1500 Pennsylvania Ave NW RM 3414 [Washington DC] Treasury investigation Department, for securities fraud.

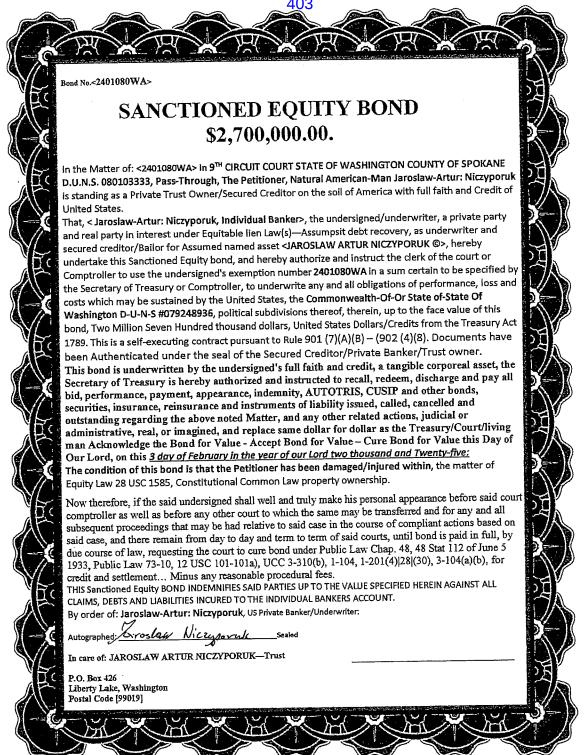
Respectfully Done in Good Faith. Dated and sealed this day of our Lord February 7^{th} , 2025.

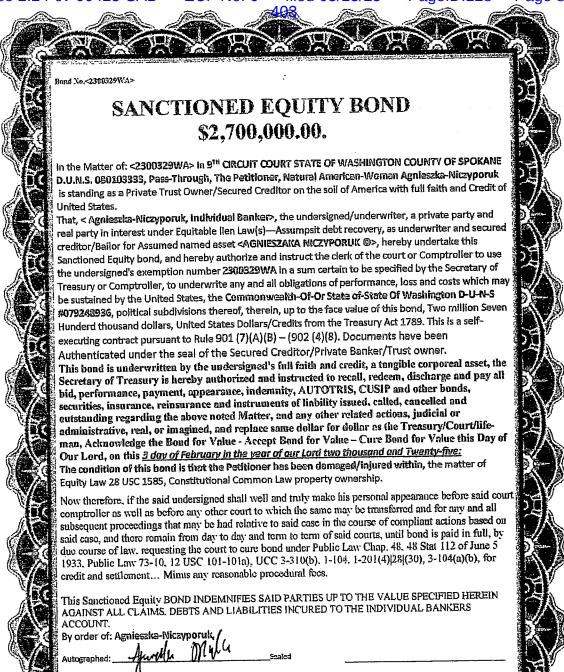
Autographed Bye: Jaroslaw Niczyporuk

JAROSLAW-ARTUR-NICZYPORUK

Autographed Bye: Agnieszka • Niczyporuk

"Without Prejudice-Without Recourse-All Rights Reserved"





In care of: AGNIESTAKA NICZYPORUK—Trust P.O. Box 426 Liberty Lake, Washington

Postal Code [99019]

I CERTIFY THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE

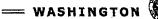
MAR 1 1 2025

TIMOTHY W. FITZGERALD, COUNTY CLERK

BY: DEPUTY DEPUTY

CI-03.0300-7/780WP

ORDER





SECRETARY OF STATE =

Washington State Archives

State Of Washington

Steve Hobbs, Secretary of State

CERTIFICATION

Washington State Archives, in accordance with the provisions of RCW 40.14.030, certifies the attached copy of the record listed below is a true and correct copy of the original document held at the State Archives and this certification shall have the same force and effect as though made by the officer originally in charge of the records.

RECORD INFORMATION:

Oaths of Office - State Government Oaths of Office, 1854-2025 Jacquelyn - High-Edward (1 page)



Certifier:

Frank Oesterheld, Archivist

Wednesday, March 5, 2025

You may verify this certificate's authenticity by navigating to the web address below: https://digitalarchives.wa.gov/Certificates/View/570961-645277-6645801-388605229/ OATH

STATE OF WASHINGTON) NOV 07 2022

State of Washington) Secretary of State State of Washington

I, Jacquelyn High-Edward, do solemnly swear or affirm, that I will support the Constitution of the United States and the Constitution of the State of Washington; and that I will faithfully and impartially discharge the duties of the office of Judge for the Superior Court of Spokane County, State of Washington to the best of my ability.

Jacquelyn High-Edward

Subscribed and sworn to before me this 1st day of July, 2022.

Judge Julie McKay

Presiding Judge

Spokane Superior Court

Certified By: Washington State Archives

Certificate Number: 570961-645277-6645801-388605229

Page: 1/1

Case 2:24-cv-00423-SAB

ECF No. 6

filed 03/13/25 ___PageID.136

Page 90 of

UCC Financing Statement

23-2-00984-32

ID#: 20252016469 Document #: 20252016469 Filed on: 02/21/2025 11:42:24 PM Paid: \$8.00

Debtor: (Organization)

Name: Balbec Capital

Address1: 7114 E. Stetson Drive

Address2: Ste 250 City: Scottsdale State: AZ

ZIP/Postal Code: 85251

Province:

Country: United States

FILED

MAR 11 2025

TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

ì

Debtor: (Organization)

Name: Bank Of America

Address1: 4500 Amon Carter Blvd

Address2: City: Forth Worth

State: TX

ZIP/Postal Code: 76155

Province:

Country: United States

Debtor: (Organization)

Name: BSI Financial Services

Address 1: 314 S Franklin Str

Address2: City: Titusville State: PA

ZIP/Postal Code: 16354

Province:

Country: United States

Debtor: (Organization)

Name: Countywide Bank, FSB Address1: 1199 North Fairfax St

- Address2: Ste 500 -----

City: Alexandria

State: VA

ZIP/Postal Code: 22314

Province:

Country: United States

Debtor: (Organization)

Name: Countrywide Home Loans, Inc

Address1: 1199 North Fairfax St

Address2: Ste 500 City: Alexandria

Case 2:24-cv-00423-SAB ECF No. 6 filed 03/13/25 PageID.138 Page 92 of

State: VA

ZIP/Postal Code: 22314

Province:

Country: United States

Debtor: (Organization)

Name: DLG Mortgage Capital, Inc. Address1: 11 Madison Ave 'Address2: 4th Floor

City: New York State; NY

ZIP/Postal Code: 10010

Province:

Country: United States

Debtor: (Organization)

Name: Fannie Mae

Address1: 100 15th Street NW

Address2:

City: Washington DC

State: DC

ZIP/Postal Code: 20219

Province:

Country: United States

Debtor: (Organization)

Name: Fay Servicing, LLC

Address1: 5426 Bay Center Drive

Address2: Ste 300 City: Tampa State: FL

ZIP/Postal Code: 33609

Province:

Country: United States

Debtor: (Organization)

Name: Federal Housing Finance Agency

Address1: 400 7th Str SW

Address2:

City: Washington DC

State: DE

ZIP/Postal Code: 20219

Province:

Country: United States

Debtor: (Organization)

Name: Freddie Mac

Address1: 8200 Jones Branch Drive

Address2: City: Mcl ean

PageID.140 Case 2:24-cv-00423-SAB ECF No. 6 filed 03/13/25 Page 94 of

State: VA

ZIP/Postal Code: 22102

Province:

Country: United States

Debtor: (Organization)

Name: GHidotti Berger, Trustee Address1: 1920 Old Tustin Ave

Address2: City: Santa Ana State: CA

ZIP/Postal Code: 92705

Province:

Country: United States

Debtor: (Individual)

Last name: Ghidotti First name: Michelle Middle name: R

Suffix:

Address1: 1920 Old Tustin Ave

Address2: City: Santa Ana State: CA

ZIP/Postal Code: 92705

Province:

Country: United States

Debtor: (Organization)

Name: Nort Star Trustee Address1: 6100 219th St. SW

Address2: Ste 480 City: Mountainlake Terrace

State: WA

ZIP/Postal Code: 98043

Province:

Country: United States

Debtor: (Organization)

Name: Northwest Trustee Services

Address1: PO Box 997

Address2: City: Bellevue State: WA

ZIP/Postal Code: 98004

Province:

Country: United States

Debtor: (Organization)

Name: Calant Portfolio Servicino

Case 2:24-cv-00423-SAB ECF No. 6 filed 03/13/25 PageID.142 Page 96 of

Address1: PO Box 65250

Address2: City: Salt Lake State: UT

ZIP/Postal Code; 84165

Province:

Country: United States

Debtor: (Organization)

Name: SN Servicing Corporation Address1: 13702 Coursey Blvd.,

Address2: Bldg 1A City: Baton Rouge

State: LA

ZIP/Postal Code: 70817

Province:

Country: United States

Debtor: (Organization)

Name: US Bank Trust, Na, Trustee for LB-Igloo Series IV

Address1: 7114 E. Stetson Drive

Address2: Ste 250 City: Scottsdale State: AZ

ZIP/Postal Code: 85251

Province:

Country: United States

Debtor: (Organization)

Name: Willmington Savings Found Society, FSB

Address1: 1114 Avenue of the Americas

Address2: Suite 2700 City: New York State: NY

ZIP/Postal Code: 10036

Province:

Country: United States

Debtor: (Organization)

Name: WSFS, FSB Christiana Trust, Hilldale Trust 3-1

Address1: PO Box 809441 Address2: 500 Delaware Ave

City: Wilmington State: DE

ZIP/Postal Code: 19801

Province:

Country: United States

Secured Party: (Organization)

Name: Christian Filin Trust

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 86 of 286

Address1; Agnieszka Niczyporuk - Trustee Address2; 1315 dunbarton Oaks LN

City: LIBERTY LAKE

State: WA

ZIP/Postal Code: 99019

Province:

Country: United States

This secured party is an assignor

Secured Party: (Individual)

Last name: Niczyporuk

First name: Agnieszka - Trustee

Middle name:

Suffix:

Address1: PO BOX 426

Address2:

City: LIBERTY LAKE

State: WA

ZIP/Postal Code: 99019

Province:

Country: United States

Collateral

Description:

All property of the DEBTOR now belongs to the Secured Party, Christian Filip Non-Statutory Irrevocable Trust, through the purchase money security interest (PMSI) of Equity 15 USC 1-28 USC 1585, for Granted land at 1315 N Dunbarton Oaks Lane, Liberty Lake, WA 99019, Parcell No. 55141.5503, \$2,700,000.00 dollars/Credits, from the required contractors Surety performance bond and/or Payment Labor bond or both; together they are listed and traded as a Fidelity Bond. ALL DEBTORS, misrepresented mortgage-backed securities transactions (MBS) based on a non-existent mortgage obligation, violating the Securities Exchange Act of 1934 (15 U.S.C. 78j(b) (28 USC 1585) and SEC Rule 10b-5, 12 USC 95a (2) 12 USC 411-15 USC 1-7-18 U.S.C. 1961-1968 (RICO), 18 U.S.C. 241, 242, 1341, 1343, 1951, 1956, 1957, 157., Title 42 1983-1986 Title 46 USC 31343, and Violation of Washington state constitutional land rights

Real estate information:

This financing statement is filed as a fixture filing.

Description of the real estate covered by this financing statement:

All property of the DEBTOR now belongs to the Secured Party. Christian Filip Irrevocable Trust through the purchase money security interest (PMSI) of Equity 15 USC 1-28 USC 1585, for Granted land at 1315 N Dunbarton Oaks Lane, Liberty Lake, WA 99019, Parcell No. 55141.5503, -\$2,700,000, dollars/Credits, from the required contractors Surety performance bond and/or Payment Labor bond or both; together they are listed and traded as a Fidelity Bond. ALL DEBTORS, misrepresented mortgage-backed securities transactions (MBS) based on a non-existent mortgage obligation, violating the Securities Exchange Act of 1934 (15 U.S.C. 78j(b) (28 USC 1585) and SEC Rule 10b-5, 12 USC 95a (2), 12 USC 411, 15 USC 1-7-18 U.S.C. 1961-1968 (RICO), 18 U.S.C. 241, 242, 1341, 1343, 1951, 1956, 1957, 157., Title 42 1983-1986 Title 46 USC 31343, and Violation of Washington state constitutional land rights

Name of a record owner of above-described real estate (if debtor does not have a record interest):

Organization Name: Christian Filip Trust

Individual Name:

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 88 of 286

Case 2:24-cv-00423-SAB ECF No. 6 filed 03/13/25 PageID.146 Page 100 of 403

Address2: Ste A City: Post Falls State: ID

ZIP/Postal Code: 83854

Province:

Country: United States

Optional Information

Alternative designation:

In this financing statement, the terms "debtor" and "secured party" shall be read to mean: Bailee/Bailor

This financing statement is a: Agricultural Lien

Optional filer reference data/miscellaneous information:

Trading with the enemy act codified in Title 50 UCS

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 89 of 286

\-

Attachment #: 1

Description: Security Agreement

Filename: Security Agreement A (2).pdf

Size: 2799488 Format: PDF

Attachment #: 2

Description: Criminal Complaint

Filename: CRIMINAL COMPLAINT A.pdf

Size: 395483 Format: PDF

Attachment #: 3

Description: Deed of Reconveyance Filename: Deed of Reconvayance.pdf

Size: 6284010 Format: PDF

Attachment #: 4

Description: Bond

Filename: BOND A.pdf

Size: 667382 Format: PDF

Attachment #: 5

Description: Collateral Statement Filename: Collateral Statement A.pdf

Size: 265438 Format: PDF Case 2:24-cv-00423-SAB ECF No. 6 filed 03/13/25 PageID.150 Page 104 of 403

Attachment #: 1

Security Agreement

File name: Security Agreement A (2).pdf

Uploaded: 02/21/2025 10:59:24 PM

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 93 of 286

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of this 21 day of February, 2025, is made by and between _(see attached)_ corporation (the "Debtor"), with an address at _(see attached)_(the "Secured Party"), with an address at __1315 N Dunbarton Oaks Ln Liberty Lake Washington, 99019_.

Under the terms hereof, the Secured Party desires to obtain and the Debtor desires to grant the Secured Party security for all of the Obligations (as hereinafter defined).

NOW, THEREFORE, the Debtor and the Secured Party, intending to be legally bound, hereby agree as follows:

1. Definitions.

- (a) "Collateral" shall include the Debtor's tangible personal property, fixdures, leasehold improvements, trade fixtures, equipment and other personal property described on Exhibit "A" attached hereto and made a part hereof (the "Personal Property"); all general intangibles relating to or arising from the Personal Property, all cash and non-cash proceeds (including insurance proceeds) of the Personal Property, all products thereof and all additions and accessions thereto, substitutions therefor and replevaments thereof. and replacements thereof.
- (b) "Collateral Assignment" means that certain Collateral Assignment of Lessee's Leasehold Interest in Lease, dated as of the date hereof, made by Debtor, as assignor, for the benefit of Secured Party, as assignee.
- (c) "Loan Documents" means the Note (as hereafter defined), the Collateral Assignment, this Agreement and all other documents and instruments evidencing, securing or executed in connection therewith.
- (d) "Note" means that certain Promissory Note, dated as of the date hereof, made by Debtor, for the benefit of Secured Party, in the original principal amount of \$2,700,000.00 (e) "Obligations" shall include all debts, liabilities, obligations, covenants and duties owing from the Debtor to the Secured Party of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Debtor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether evidenced by or arising under the Note or this Agreement or, whether absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and all costs and expenses of the Secured Party incurred in the enforcement, collection or otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses. of the foregoing, including reasonable attorneys' fees and expenses.
- (f) "UCC" means the Uniform Commercial Code, as adopted and enacted and as in effect from time to time in the State of Colorado Terms used herein which are defined in the UCC and not otherwise defined herein shall have the respective meanings ascribed to such terms in the UCC.
- Grant of Security Interest. To secure the Obligations, the Debtor, as debtor, hereby assigns
 and grants to the Secured Party, as secured party, a continuing lien on and security interest in the Collateral.
- 3. Change in Name or Locations. The Debtor hereby agrees that if the location of the Collateral changes from the locations listed on Exhibit "A" hereto and made part hereof, or if the Debtor changes its name or form or jurisdiction of organization or establishes a name in which it may do business, the Debtor will immediately notify the Secured Party in writing of the additions or changes. The Debtor's chief executive office is listed in the Notice section below.
- 4. Representations and Warranties. The Debtor represents, warrants and covenants to the Secured Party that: (a) the Debtor has good, marketable and indefeasible title to the Collateral, has not made any prior sale, pledge, encumbrance, assignment or other disposition of any of the Collateral, and the Collateral is free from all encumbrances and rights of setoff of any kind except the lien in favor of the Secured Party created by this Agreement; (b) except as herein provided, the Debtor will not hereafter the Secured Party created by this Agreement; (b) except as herein provided, the Debtor will not hereafter without the Secured Party is prior written consent sell places, encumber assign or otherwise dispose of without the Secured Party's prior written consent sell, pledge, encumber, assign or otherwise dispose of any of the Collateral or permit any right of setoff, lien or security interest to exist thereon except to the

1

Secured Party; and (c) the Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

- 5. Debtor's Covenants. The Debtor covenants that it shall:
- (a) from time to time and at all reasonable times allow the Secured Party, by or through any of its officers, agents, attorneys, or accountants, to examine or inspect the Collateral, and obtain valuations and audits of the Collateral, at the Debtor's expense, wherever located. The Debtor shall do, obtain, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Secured Party may require to vest in and assure to the Secured Party its rights hereunder and in or to the Collateral, and the proceeds thereof, including waivers from landlords, warehousemen and mortgagees.
- (b) keep the Collateral in good order and repair at all times and immediately notify the Secured Party of any event causing a material loss or decline in value of the Collateral, whether or not covered by insurance, and the amount of such loss or depreciation.
- (c) only use or permit the Collateral to be used in accordance with all applicable federal, state, county and municipal laws and regulations; and
- (d) have and maintain insurance at all times with respect to all Collateral against risks of fire (including so-called extended coverage), theft, sprinkler leakage, and other risks (including risk of flood if any Collateral is maintained at a location in a flood hazard zone) as the Secured Party may reasonably require, in such form, in the minimum amount of the outstanding principal of the Note and written by such companies as may be reasonably satisfactory to the Secured Party. Each such casualty Insurance policy companies as may be reasonably satisfactory to the Secured Party. Each such casualty Insurance policy shall contain a standard Lender's Loss Payable Clause issued in favor of the Secured Party under which shall contain a standard Lender's Loss Payable Clause issued in favor of the Secured Party under which shall expressly provide that the requisite insurance cannot be altered or canceled without at least thirty (30) days' prior written notice to the Secured Party and shall insure the Secured Party notwithstanding the act or neglect of the Debtor. Upon the Secured Party's demand, the Debtor shall furnish the Secured Party with evidence of insurance as the Secured Party may require. In the event of failure to provide insurance as herein provided, the Secured Party may, at its option, obtain such insurance may be applied by the Secured Party to reduce the Obligations or to repair or replace Collateral, all in the Secured Party's sole discretion.
- (e) If any of the Collateral is, at any time, in the possession of a bailee, Debtor shall promptly notify Secured Party thereof and, if requested by Secured Party, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to Secured Party, that the bailee holds such Collateral for the benefit of Secured Party and shall act upon the instructions of Secured Party, without the further consent of Debtor.
- 6. Negative <u>Pledge; No Transfer</u>. The Debtor will not sell or offer to sell or otherwise transfer or grant or allow the imposition of a lien or security interest upon the Collateral or use any portion thereof in any manner inconsistent with this Agreement or with the terms and conditions of any policy of insurance thereon.
- 7. Further Assurances. Debtor hereby irrevocably authorizes Secured Party at any time and from time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Florida Uniform Commercial Code or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Florida Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including, but not limited to (i) whether Debtor is an organization, the type of organization and (ii) any organization identification number issued to Debtor, Debtor agrees to furnish any such information to Secured Party promptly upon request. The debtor also ratifies its authorization for Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.
- 8. Events of <u>Default</u>. The Debtor shall, at the Secured Party's option, be in default under this Agreement upon the happening of any of the following events or conditions (each, an "Event of Default"): (a) a failure to pay any amount due under the Note or this Agreement within ten (10) days of the date the same is due; (b) the failure by the Debtor to perform any of its other obligations under this

Agreement within thirty (30) days of notice from Secured Party of the same; (c) falsity, inaccuracy or material breach by the Debtor of any written warranty, representation or statement made or furnished to the Secured Party by or on behalf of the Debtor, (d) an uninsured material loss, theft, damage, or destruction to any of the Collateral, or the entry of any judgment against the Debtor or any lien against or the making of any levy, setzure or attachment of or on the Collateral; (e) the failure of the Secured Party to have a perfected first priority security Interest in the Collateral; or (f) any indication or evidence received by the Secured Party that the Debtor may have directly or indirectly been engaged in any type of activity which, in the Secured Party's discretion, might result in the forfeiture of any property of the Debtor to any governmental entity, federal, state or local.

- 9. Remedies. Upon the occurrence of any such Event of Default and at any time thereafter, the Secured Party may declare all Obligations secured hereby immediately due and payable and shall have, in addition to any remedies provided herein or by any applicable law or in equity, all the remedies of a secured party under the UCC. The Secured Party's remedies include, but are not limited to, to the extent permitted by law, the right to (a) peaceably by its own means or with judicial assistance enter the Debtor's premises and take possession of the Collateral without prior notice to the Debtor or the opportunity for a hearing, (b) render the Collateral unusable, (c) dispose of the Collateral on the Debtor's premises, and (d) require the Debtor to assemble the Collateral and make it available to the Secured Party at a place designated by the Secured Party. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice shall be met if such notice is sent to the Debtor at least five (5) days before the time of the intended sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include the Secured Party's reasonable attorney's fees and legal expenses, incurred or expended by the Secured Party to enforce any payment due it under this Agreement either as against the Debtor, or in the secured Party to enforce any payment due it under this Agreement either as against the Debtor, or in the subject matter of this Agreement and the Collateral pledged hereunder. The Debtor waives all relief from all appraisement or exemption laws now in force or hereafter enacted.
 - 10. Payment of Expenses. At its option, the Secured Party may, but is not required to: discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral; pay for required insurance on the Collateral; and pay for the maintenance, appraisal or reappraisal, and preservation of the Collateral, as determined by the Secured Party to be necessary. The Debtor will reimburse the Secured Party on demand for any payment so made or any expenses incurred by the Secured Party pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses incurred by the Secured Party.
 - 11. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt. Such notices and other communications may be hand-delivered, sent by facsimile transmission with confirmation of delivery and a copy sent by first-class mail, or sent by nationally recognized overnight courier service, to a party's address set forth above or to such other address as any party may give to the other in writing for such purposes.
 - 12. Preservation of Rights. No delay or omission on the Secured Party's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Secured Party's action or inaction impair any such right or power. The Secured Party's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Secured Party may have under other agreements, at law or in equity.
 - 13. Illegality. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
 - 14. Changes in Writing. No modification, amendment or waiver of any provision of this Agreement nor consent to any departure by the Debtor therefrom will be effective unless made in a writing signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Debtor in any case will entitle the Debtor to any other or further notice or demand in the same, similar or other circumstance.

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 100 of 286

- 15. <u>Entire Agreement</u>. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
- 16. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.
- 17. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Debtor may not assign this Agreement in whole or in part without the Secured Party's prior written consent and the Secured Party at any time may assign this Agreement in whole or in part.
- 18. Interpretation. In this Agreement, unless the Secured Party and the Debtor otherwise agree in writing, the singular includes the plural and the plural the singular, words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement unless otherwise indicated. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. If this Agreement is executed by more than one Debtor, the obligations of such persons or entities will be joint and several.
- 19. Governing Law and Jurisdiction. This Agreement has been delivered to and accepted by the Secured Party and will be deemed to be made in the State of Maryland. This Agreement WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, EXCEPT THAT THE LAWS OF THE STATE WHERE ANY COLLATERAL IS LOCATED, IF DIFFERENT, SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON SUCH PROPERTY OR ANY INTEREST THEREIN. The Debtor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in Washington; provided that nothing contained in this Agreement will prevent the Secured Party from bringing any action, enforcing any award or judgment or exercising any rights against the Debtor individually, against any security or against any property of the Debtor within any other county, state or other foreign or domestic jurisdiction. The Secured Party and the Debtor agree that the venue provided above is the most convenient forum for both the Secured Party and the Debtor. The Debtor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.
- 20. WAIVER OF JURY TRIAL. EACH OF THE DEBTOR AND THE SECURED PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE DEBTOR AND THE SECURED PARTY ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

(EXECUTION PAGE FOLLOWS)

4

Declaration

I affirm this 21th day of February 2025, under penalties of perjury under the laws of united States of America and Washington State, which might include a fine or imprisonment, that the foregoing is true, and under that this document may be filed in an action of proceeding in a court of law.

Dated: 2/2//2025

SECURED PARTY

Agnieszka Niczyporuk – Trustee

Bail Agent All Rights Reserved

Sworn to before me this ZI day of February 2025.

Notary Public

Printed Name

Notary Public
State of Washington
CODY HOWERTON
LICENSE # 23033548
MY COMM EXP. AUGUST 23, 2027

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 104 of 286

DEBTORS

The following individuals and/or businesses have participated in the mortgage of

Property Address: 1315 N DUNBARTON OAKS LN, LIBERTY LAKE SPOKANE County, Washington

Proddie Mac 1200 Joses Branch Drive . McLean, VA 22102

US Bunk Trust, NA, Trustee for LB-Igloo Burles IV 7114 E. Biotann Drive, Sto 250 Scottedale, AZ \$5251

Balbeo Capital 7114 E. Steinon Drive, Sta 230 Scottsdale, AZ 85251

Federal Housing Finance Agency 400 7 Street SW Washington, DC 20219

1920 Old Toxtin Aire Santa Ana. CA

EN Servicing Corporation 13702 Country Bivd., Bidg 1Å Baton Rouge, LA 70217

North Biar Trustee, LLC 6100 219 Rt. EW, Blc 480 Mondainhaire Terrace, WA 98043

DLI Mortgage Capital, Inc. 11 Madison Ava., 4th Floor New York, NY 10010

BSI Financial Services 3148 Franklis Street Teberrille, PA 16354

Commywide Bank, PEH 1199 North Painter Bt., Ste 500 Alexandria, VA 22314

WEPE, FEB dise Christiana Trust, Hilldale Trust 3-1 Post Office Box 809441 500 Delaware Avenue Winnington, DE 19801

Famile Mac 1100 15th Street NW Washington, DC 20005

Bunk of America 4500 Amon Carter Blvd Fort Worth, TX 76155

Michelle Ohidotti, Esq., Trustee 144 Railroad Ave., Ste 236 Edmonds, RA 98020

Relect Portfolio Servicing Post Office Box 65250 Balt Lake City, [TT \$4165

Wilmington Savings Fund Society, PSB 1114 Avenue of the Americas, Sulte 2700 -New York, NY 10036

Fay Servicing, LLC 5426 Bay Center Drive. Str 300 Tumps, FL 33609

Vonnie McRiligott, AIF Northwest Trustee Services, Inc. Post Office Box 997 Bellevus, WA

Countrywide Home Louis. Inc 1199 North Firefox St., 8te 500 Alexandra, VA 22314

CHRISTIAN FILIP O Trust

Agnieszka Niczyporuk Managing Trustce By: Agmieszka Niczyporuk - Managing Trustee Without Prejudice - Without Course - All Rights Reserved

UCC Financing Statement - 20252016469 - Colorado Secretary of State - Page 14 of 34

Attachment #: 2

Criminal Complaint

File name: CRIMINAL COMPLAINT A.pdf

Uploaded: 02/21/2025 11:00:25 PM

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 107 of 286

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 108 of 286

1091 (Rev. 11/11) Criminal Complaint				
UNITED ST		TRICT COU	RT	
	for the	. —		
Easter	n District of Was	hington 🔽		
United States of America v.)			
U.S. BANK TRUST NATIONAL ASSOCIATION, TRUSTEE OF LB-IGLOO SERIES IV TRUST, SERVICING CORPORATION, MICHELLE R GHIDOTTI, ESQ.,DAVID COATS, WARREN LAN JUDGE JACQUELYN M HIGH-EDWARDS	(N)	Casc No.		
Defendantis)				
CRI	MNAL COM	IPLAINT		
I, the complainant in this case, state that	the following is t	rue to the best of m	y knowledge and belief.	
On or about the date(s) of February 5		in the county of	Spokane	in the
State Washington District of Eastern	, the defe	ndant(s) violated:		
245, 18 USC 2331 & 802, 18 USC 2339, 15USC 1-3,18 USC 175,18 USC 1001, & 5 USC 3331, Oath of 1951-11	each Oath of Offi t, Breach of Fidu 168 (RICO), 18 U	ce, DENIED Due P ciary/Trustee dutles LS.C. 66 241, 242.	Complaint for a Commo roces of Law, and Breac g (Violations of U.S.C. §§ 1341, 1343, 1951, 1956, , 9A.82 Criminal Profitee	n of ; 1957,
This criminal complaint is based on the Persuant to, "United States Congressional Recodlsclosure, violation of dues process, violation of common law under contract. Contract of Treat 1001. It's a well known fact that the "BAR" is A	ord March 17, 19 f Marbury V Mad fies, specificly th	iison (1803), and vide e peace Treaty of C	olation of Constitutional g Dregon (1846). Violation (puarantees of 18 USC
Social Continued on the attached sheet,		,) ()	Complainani's signature eszka Niczyporuk-Truste	e
Sworn to before me and signed in my presence Date: 4 (8) 1025		Sta C LIC	Notary Public te of Washington CODY HOWERTON EENSE # 23033548 IM EXP. AUGUST 23, 202	
City and state: Spokunt \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	WA:	Cody How	Printed name and IIIle	Public
UCC Financing Statement	20252016489 - Col	orado Secretary of Sta	te - Page 16 of 34	

Attachment #: 3

Deed of Reconveyance

File name: Deed of Reconvayance.pdf

Uploaded: 02/21/2025 11:07:47 PM

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 111 of 286

Seal / stamp

Sceau / timbre Sello / timbre

Office of the service of Transition of Transition of the Secretary of the

State of Washington

Secretary of State

This Certificate is not valid for use anywhere within the United States of America, its territories or possessions.

Apostille (Convention de La Haye du 5 octobre 1961) 1. Country United States of America Pays / Pais This public document Le présent acte public / El presente documento público has been signed by YVONNE E TERZENBACH a été signé par ha sido firmado por acting in the capacity of Deputy Auditor agissant en qualité de quien actúa en calidad de bears seal / stamp of Spokane Co. Auditor, state of Washington est revêtu du sceau / timbre de y está revistido del sello / timbre de Certified Attesté / Certificado 6. the 5. at February 5, 2025 Olympia, Washington à/cn le / el día by Steve R. Hobbs, Secretary of State, State of Washington par / por Number O22555951 sous nombre / bajo el número

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears,

This Apostille does not certify the content of the document for which it was issued.

10. Signature: Signature:

This Apostille is not valid for use anywhere within the United States of America, its territories or possessions.

To verify the issuance of this Apostille, see: www.sos.wa.gov/corps/apostilles

This certificate does not constitute an apostille under the Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents for those countries that have neither ratified nor acceded to that Convention, and remains subject to additional applicable authentication

Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sœau ou timbre dont cet acte public est revêtu. Cette Apostille ne certifie pas le contenu de l'acte pour lequel elle a été émise. L'utilisation de cerre Apostille n'est pas valable en/au Brats-Unis d'Amérique, ses territoires ou possessions.

Cetto Apostille peut être vérifée à l'adresse suivante: www.sos.wa.gov/corps/apostilles Esta Apostilla certifica unicamente la autenticidad de la firma, la calidad en que el signatario del documento haya achuado, y en su caso, la identidad del sello o timbre del que el documento publico este revestido.

Esta Apostilla no certifica el contenido del documento para el cual se expedió. No es válido el uso de esta Apostilla en Estados Unidos de América, sus territorios o posesiones. Esta Apostille se puede verificar en la dirección siguiente: www.sos.wa.gov/corps/apostilles

UCC Financing Statement - 20252016469 - Colorado Secretary of State - Page 18 of 34

Case 2:24-cv-00423-SAB

ECF No. 6

filed 03/13/25 403

PageID.172

7236392

Page 126 of

DB/31/2022 D1:51:3B PM Recording Fee 1264.60 Page 1 of 12 Relears AGNUS MICZYPORUK Spokane County Hazhinston

I OLQU BAYNILM TO TOTA WAR KARAMILIN I BO DOM WAR WAR WAR WATER

RETURN NAME and ADDRESS

Please Type or Print Neatly and Clearly All Information Document Title(s) Reconveyance Reference Number(s) of Related Documents Grantor(s) (Lest Name, First Name, Middle Inklat) NICZYPORUK Grantee(s) (Last Name, First Name, Middle Initial) Micropana Jamos To-ix Legal Description (Abbrevised form is acceptable, i.e. Sookane Co

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

Assessor's Tax Parcel ID Number

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36,18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Approvedo Picy

(Visky M. Dation, Spokane County Audior; do hereby certify that this forgoing document is a true and correct copy of the document received and promoted in my Africe.

Openity Colynado Secretary of State - Page 19 of 34

PageID.174

Page 128 of

7236392 Page 2 of 12 08/31/2022 01:51:38 PM

Deed of Reconveyance

Accepting Land Patent Assignment (May 15, 1884 James S. Fisher Patent) With Notice of Vacated Deed Conveyance

KNOW ALL MEN BY THESE PRESENTS, that as of November 4, 2015, all United States Land Patents were selsed upon by the actual American Government operating as The United States of America (unincorporated) and were reissued and assigned to the fifty (50) individual States of the Union.

As an American State National, living on the land and soll on Washington, who has accepted the color of title deeds recorded on April 13, 2007 and May 5, 2009, under Recording numbers 5521994 and 5788061 in the Spokane County Recorder's Office, has taken possession of the land and does, in fact, occupy said land and hereby declare notice of my homestead of this land. As Assignee of an original United States Land Patent re-assigned to Washington land state, I hereby accept and claim the "Forever" benefit of said patent and accept assignment of all Rights pertaining to the land and property described below, including but not limited to the Land Patent-secured rights named within Patent No. 699 issued to James S. Fisher, Grantee, on May 15, 1884, Including any applicable application and certificate numbers. See attached certified copy of original United States Land Patent No. 699 and copy of typed and certified Transcript of original Patent.

Let it be known that I have given lawful Public Notice of my update of the original Land Patent covering my land, via an ad placed in the legals section of a newspaper for three (3) consecutive insertions, giving anyone challenging my update sixty (60) days' notice within which to provide me with a written claim sent to me at my address listed on said published Notice. Any claim made must be lawfully documented by providing me with the wel-ink signature documents to prove your claim. Anyone attempting to commence a court action against ma must do so by filing their claim in a court of law prior to the expiration of the 60-day notice period or be forever barred from so doing. See attached Publisher's Affidavit from The Spokesman-Review with copy of published ad.

Thereby, by claiming and bringing up said Land Patent in my own name with my lawful metes and bounds land description, and with the comers of my land properly monumented, I hold this land in Fee Simple Absolute as an Allodium Freehold estate in the chain of title from the original patentee, including all appurtenances and hereditaments. See attached Summary of chain of title search. See, also, attached photographs of monumented corners of my land. As such, said land remains unencumbered, free and clear, without liens or claims attached in any way, and is hereby declared to be private land and private property, not subject to any commercial forums (e.g., Uniform Commercial Code) whatsoever.

The land, soil, surface water, well and buildings formally described within the Statutory Warranty Deed to JAREK NICZYPORUK and AGNES NICZYPORUK, recorded April 13, 2007, Recording number 5521994, and Quit Claim Deed from AGNES NICZYPORUK, recorded May 6, 2009, Recording number 5788061, are commonly known as 1315 N. Dunbarton Oaks Lane COUNTY OF SPOKANE (INCORPORATED) IN STATE OF WASHINGTON (INCORPORATED)

Page 1 of 7

l Vicky M. Daton, Spokane County Additor; do hereby certify that this forgoing document is a true and correct copy of the document received and recorded in my office.

PageID.176

Page 130 of

7236392 Page 3 of 12 08/31/2022 01:51:38 PM

in Liberty Lake, INCORPORATED SPOKANE and UNINCORPORATED COUNTY OF SPOKANE, WASHINGTON 99019, ZIPO PRESUMED PEDERAL DISTRICT, and previously Identified as "Tex Parcel number 55141.5503," which property is registered in the SPOKANE County Recorder's Office located in Spokane and SPOKANE, in and for the said County of Spokane and SPOKANE COUNTY; said property is hereby described and identified as land, soil, surface water, well and buildings, and is hereby reconveyed, for and in consideration of Ten United States lawful Dollars (\$10 U.S.), in silver coin, the receipt of which is hereby acknowledged, to me, Jaroslaw Artur Nicczyporuko, living man, American State National, Grantee, asset of the land and soil jurisdiction as land parcel and portion of soil, portion of surface water, well and buildings on the unincorporated Sovereign Washington land state, without the incorporated fictional entities: Washington State; STATE OF WASHINGTON, Spokane County, COUNTY OF SPOKANE, Spokane County Assessor's Office; Spokane County Department of Assessments; Washington State Department of Revenue, Internal Revenue Service, IRS, Department of the Treasury, DOT, and any and all other CORPORATE ASSESSMENT FIRMS, TAX FIRMS, REVENUE FIRMS or FICTIONAL INCORPORATED ENTITIES—however written or spelledacting as third-party interiopers without factual evidence proven not to be mere presumption of facts, without lawful standing to any "Claim of Interest" in said parcel of land and soil.

Any and all related Legal instruments, including but not limited to Deeds and/or other legal documents regarding any previously recorded "Claims of Interest" by incorporated entities acting as third-party interiopers, are declared NULL and VOID. This includes any previously filed DEEDS OF TRUST prior to the filing of this Deed of Reconveyance, which are declared NULL and VOID and have no further connection or bearing since the holders of those security Instruments have been paid in full, not once, but many times, not only from any CESTUI QUE VIE ESTATE TRUST, previous COLOR OF TITLE OWNERS (Tenants), AGNES NICZYPORUK, Agnes Niczyporuk, AGNIESZKA NICZYPORUK, Agnieszka Niczyporuk, or by me, JAREK ARTUR NICZYPORUK, JAREK A. NICZYPORUK, JAREK NICZYPORUK, Jarek Artur Niczyporuk, Jarek A. Niczyporuk, Jarek Niczyporuk, JAROSLAW ARTUR NICZYPORUK, JAROSLAW A. NICZYPORUK, JAROSLAW NICZYPORUK, Jaroslaw Artur Niczyporuk, Jaroslaw A. Niczyporuk or Jaroslaw Niczyporuk, but also from open market trading through Trading and Pooling Agreements via the Securities and Exchange Commission.

All right, title and interest in this land and property belongs to Washington, a State of the Union, and to me, the Powerholder enforcing the State Trust. All Deeds issued by the STATE OF WASHINGTON, WASHINGTON, or other franchises of the UNITED STATES are yacated and reconveyed to the original jurisdiction of Washington (unincorporated), free and clear of debt, as a Freehold upon the land and soil of Washington.

All improvements upon the land and soil are hereby reclassified from Marketable "Real Estate" (Commercial, territorial, British Crown, B.C.) to private land, soil, surface water, well and buildings as an Allodium Freehold estate for the beneficial use of the Landlord, exclusively, me, Jaroslaw Artur Niczyporuk^o, and future heir(s), private beneficiary(ies) and assigns, as a private Domicile, sic utere tuo ut alienam no laedas (one must use his property so as not to injure the lawful rights of another), by Maxim of Law. This property is protected under Private Indemnity Bond number AMRI00001 RA393427640US Washington.

Let this be Fair and Public Notice to all Parties, Public and Private: Notice to Agents is Notice to Principals; Notice to Principals is Notice to Agents

Page 2 of 7

STATE OF WASHINGTON COUNTY OF SPOKANE ISS

I Vicky M. Dalton, Spokane County Audior, do hereby certify that this forgoing document is a true and correct copy of the document received and procorded in the office.

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 120 of 286

7236392 Page 4 of 12 08/31/2022 01:51:38 PM

I, Jaroslaw Artur Niczyporuk^e, am an American State National living within the physical borders of Washington State. I affirm, under Public Law of The United States of America (unincorporated), that I am a permanent member of the population and not a temporary resident of the United States, Inc. I also affirm that I am not knowingly or voluntarily adopting any obligation of British Territorial United States Citizenship, nor as a Municipal "citizen of the UNITED STATES". I am acting without the Municipal United States and without the Territorial United States of America, both, and asserting my lawful and natural right as a living man and as a private American man owed all protections of Article IV of both the Constitution of the United States of America (1789) and the Constitution of the United States (1790).

It is not, and has never been, my intention to grant any Federal Enclave upon my private American holdings which are protected under my American State National credential documents, including my Notice of Intent-Fee Schedule, recorded on the International Land Recording System of Record for The United States of America (unincorporated) under my name, Jaroslaw Artur Niczyporuk, on the world wide web at https://everifyamericanstatenationals.us.

LAND DESCRIPTION: A portion of land in the Northeast quarter of Section 14, Township 25 North, Range 45 East of Willamette Meridian, on Spokane County, Washington, described as follows:

Beginning at the southwest corner of lot 3 of the plat of The Estates of Meadowwood as recorded in book 27 of plats and page 52 records of Spokane County, Washington; thence north 89°08'01" West 144.09 feet to the southwest corner of said lot and the beginning of a non-tangent curve concave to the west thence northerly along the arc of said curve to the left having a radius of 176.00 feet and an arc length of 81.01 feet to the northwest corner of said lot; thence north 89°15'27" east 161.65 feet to the northeast corner of said lot; thence south 00°57'00" east 82.34 feet to the point of beginning, containing 12,005 square feet, more or less.

The above land description is excepting any public contracts that may infringe on the reasonable and necessary rights of Landlord. This description is also excepting infringement on the sovereign rights of the American State National Grantee as a matter of principle under common law.

"As of October the First in the year of 2020, the properly declared and recorded People operating the State Assemblies organized and enrolled prior to the year of 1860, have acted via Roll Call Vote to acknowledge, accept, and enroll their sister States which have been created during and after the Civil War as fully endowed and empowered States of the Union. This action ends over 160 years of presumptive custodial interest on the part of the Territorial United States Government in the administration of the public resources and populations of these predominantly western States created and provisionally accepted as States of the Union under the Northwest Ordinance. These former Territorial States are now enrolled as members of The United States and The United States of America and have entered into full standing as independent States, All fifty (50) State Assemblies are now fully functional and operating on par with each other. The States formed during and after the Civil War are no longer subject to any presumption of custodial interest by the Territorial United States Government and are free to assume the possession and enjoyment of all land and soll and related assets, rights, titles, and interests expressed or implied, within their borders."-Arina von Reitz, Fiduciary of The United States of America, unincorporated.

Page 3 of 7

U/C Emanding Statement of Manual Control of State - Page 22 of 34

PageID.180

Page 134 of

7236392 Page 5 of 12 08/31/2022 01:51:38 PM

The land and soil described as part of this Deed of Reconveyance is a physical portion of land and soil belonging to the Sovereign unincorporated state known as Washington and is free and clear of foreign title and encumbrance, and is in the possession of a living American State National known as Jaroslaw Artur Niczyporuk⁶, Landiord, with exclusive beneficial interest, who has returned all former property interests to the land and soil jurisdiction of Washington and conveyed all of his assets to his private possession; thereby holding these assets and personal property in original jurisdiction, without exception, effective ab initio, nunc pro tunc, and as a private interest these provisions apply effective with the earliest date and accrue to the benefit and beneficial use of the actual Landlord in possession as Heirlooms. The land and soil described herein is not subject to any taxation or regulation, fees or fines at any time, by any incorporated entity or their respective private charters or private copyrighted international commerce statutes and codes. As Landlord, I claim exemption and the exemption of my land and property. My land and soil is a Freehold estate, fee simple, unique, unincorporated and tax free in perpetuity, and I declare that I am owed true possession, as Landlord, of all actual assets, including land and soil assets held in my name.

As Landlord, I also selse all titles, easements, utilities, accesses, water resources, buildings and appurtenances related in any way to my geographically-defined land and soil assets as hereinbefore described and assigned the following address: 1315 N. Dumbarton Oaks Lane, Liberty Lake, Washington. I, the private American man in possession of this land and soil, am claiming all descriptions of it to include the tax assessor's description of it and any other land description variations such as Parcel Number 55141.5503.

I hereby revoke all foreign registrations and return and reconvey all actual and factual property assets related to me or held in my name to their original geographically-defined State of the Union (Washington) and establish my own permanent description of my private land and soil as "Niczyporuk's Homesteado", which shall be the only acceptable and actual property description associated with me and my private property from now on—any other public scheme of mapping, naming or substitution of my land description is not allowed from this day forward. This land and soil is under private and competent possession as a Freehold estate by the Landlord, and this document is recorded Public Notice of the new land address: 100 Liberty Lane, Liberty Lake, Washington. A FEDERAL MAIL BOX is not installed on my privately-held land and soil and my new address is ZIPO exempt.

I am acting without the United States and without the United States of America. Therefore, I am not subject to private corporate charters or copyrighted private international commence statutes and codes created for Territorial and MUNICIPAL corporations and their private EMPLOYEES. All presumptions are hereby rebutted, from the beginning and forevermore,

Any correspondence regarding this privately-held land and soil may be addressed to Jaroslaw Artur Niczyporuk, in care of Post Office Box 426, Liberty Lake, Washington 99019, without the United States.

This Deed of Reconveyance corrects and reconveys any presumed designation as "Real Estate" of my land and soll to my Allodium Freehold permanent homestead and domicile in . Washington. No other or further legal presumptions may be made by the Bureau of Land Management, BLM, Department of the Interior, the Commissioner of Natural Resources, nor by any other federal or federated state or municipal corporation or any corporate employee concerning me and my private property, without my explicit wet-ink autograph and seal, and my fully disclosed consent.

Page 4 of 7

STATE OF WASHINGTON COUNTY OF SPOKANE ISS

I Vicky M. Dalton, Spokane County Auditor, do hereby certify that this forgoing document is a true and correct copy of the document received and seconded in the office.

In Winess whereof, I be service set may hand this 1 Jusy of 223 VICKY M. DALTON, Spokene Clumy Auditor

UCC Financing Statement - 2015 2016 163 Secretary of State - Page 23 of 34

7236392 Page 6 of 12 08/31/2022 01:51:38 PM

This action is taken as a Public Duty to prevent crimes, including unlawful conversion, kidnapping, human trafficking, press ganging, inland plracy, conspiracy against the Constitutions, collusion, identity theft, securities fraud, impersonation, barratry, deliberate mischaracterization of nationality, international and interstate bank fraud, evasion of Public Duties, evasion of The Constitution of the United States, racketeering, pillaging and plunder of public trusts, money laundering, constructive fraud for the purpose of unjust enrichment, commercial fraud for the purpose of unjust enrichment, extortion under armed forces, breach of usufruct, criminal breach of commercial contract, subjecting Americans to foreign law in express violation of Amendment XI of all three (3) Federal Constitutions, use of undisclosed, unilateral and unconscionable foreign contracting processes on American soil, breach of custodial obligations, promotion of unaccountable administrative government entities staffed by Undeclared Foreign Agents, and more.

Any such acts of treason against We the People of the united States of America and our decree of 1787, The Constitution for the united States of America and the Bill of Rights, and treason of the territorial and municipal employees against their respective Constitutions render all illegal and unlawful actions null and void, ab initio, as Fraus Omnia Vitiat applies (fraud vitiates everything it touches). (The Constitution of the United States of America, 1789 territorial government; The Constitution of the United States, 1790 - municipal government).

Any public easement granted to any incorporated entity or incorporated body politic allowing access across my land is strictly limited to the exact purpose for which the easement was originally granted. This means that easements granted to provide for access to electrical utilities, for example, are limited to that purpose, and so on. There are no general purpose or unlimited easements of any kind related to my private property.

Any trespass or transgression against me or against my private land holdings apart from the limited stipulations that apply are cause for Damage Claims and the assessment of Usage fees in the amount of not less than \$15,000.00 U.S. lawful Dollars or the equivalent thereof in silver coin, per offense. Contractual obligations of the trespassers accrue the moment they step foot on my land or access any easement for any purpose not specifically allowed. Such Usage fees may only be waived by the Landlord at his discretion and may result in direct enforcement actions against chronic abusers of my private assets.

Upon recording of this Deed of Reconveyance on the public record, any Fictional Incorporated entity of the District of Columbia, D.C., Her Majesty The Queen, H.M., British Crown Corporation, Lord Mayor of London, HOLY SEE or Secondary Creditors issuing a Tax Statement/Bill through the United States Post Office addressed to the Public Transmitting Utility, JAREK A. NICZYPORUK, JAREK ARTUR NICZYPORUK, JAREK NICZYPORUK; NICZYPORUK, JAREK A.; NICZYPORUK, JAREK ARTUR; NICZYPORUK, JAREK, JAROSLAW A. NICZYPORUK, JAROSLAW ARTUR NICZYPORUK, JAROSLAW NICZYPORUK, NICZYPORUK, JAROSLAW A.; NICZYPORUK, JAROSLAW ARTUR; NICZYPORUK, JAROSLAW, or any other spelling of my name indicating a dead person, be in turn Issued a true bill in the amount of not less than \$15,000.00 United States lawful money, payable in silver coin, per offense.

This Public Notice, when recorded in the Spokane County Recorder's Office as part of the Deed of Reconveyanca, is accessible in its entirety to the U.S. District Attorney and the Tax Assessor's Office and other parties for the Correction of Public Records,

Page 5 of 7.

| Vicky M. Dallon, Spokane County Auditor; do hereby certify that this forgoing document | I vicky M. Dallon, Spokane County Auditor; do hereby certify that this forgoing document | in witness whereot | I hearunto set my tand this | I witness whereot | I hearunto set my tand this | Vicky M. DALTON, Spokane Creaty Auditor | Vicky M. DALTON, Spokane Creaty Auditor | Vicky M. Dalton | | Vic

PageID.184

Page 138 of

7236392 Page 7 of 12 08/31/2022 01:51:38 PM

I, Jaroslaw Artur Niczyporuk^e, a living man, by exercising my inherent unalienable and absolute right to hold property as an Allodium Freehold estate in private in the form of land and soll, together with a portion of surface water, well and buildings, on the unincorporated Sovereign Washington land state, claim to be the sole Landlord and exclusive beneficial party of Interest, without recourse. As Landlord, I am granted the right of Dominion over my land by the Divine Creator.

I firmly state that I am an American State National of The United States of America (unincorporated) whose jurisdiction is the Land and Soil, demanding correction of the misregistration and impersonation of my name and correction of the misrepresentation of my political status as that of a federal or territorial citizen.

Dated this 16 May of August, 2022.

Jaroslaw Artur Niczyporuk o Powerholder for Niczyporuk^o, Jaroslaw Artur American State National All Rights Reserved - Without Prejudice

> Notary Public State of Washington LEXI SANDERS COMM, # 204800 N COMM, EXP. DEC. 72, 2072

Page 6 of 7

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 128 of 286

PageID.186 Page 140 of

7236392 Page 8 of 12 08/31/2022 01:51:38 PM

Acknowledgment

Washington

) ; ss,

Spokane County

On August 1974, 2022, before me, the undersigned, a Public Notary in and for said State, personally appeared Jeroslaw Artur Niczyporuk, known to me or who produced satisfactory evidence that he is the individual whose name is subscribed to the within instrument, and who duly acknowledged to me that he knowingly executed the same as his own free will. Purpose of Jurat is for oath and identification only and cannot be used to indicate entry less any furpose of Jurat is for oath and identification only and cannot be used to indicate entry into any foreign jurisdiction.

Witness my hand and official seal.

Notary Public State of Washington LEXI SANDERS COMM. # 204800 HY COMM, EXF. DEC. 22, 2022

Page 7 of 7

STATE OF WASHINGTON COUNTY OF SPOKANE ISS

IVKsy M. Dation, Spokane County Audior; do hereby certify that is a bue and correct copy of the document received and recorded

In witness whereof, I hearund set my hand this day of VICKY M. DALTON, Spokene County Auditor

UCC hineocing Statement 292620 18189 Columbia Cayso

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 130 of 286

7236392 Page 9 of 12 08/31/2022 01:51:38 PM THE SPOKESMAN-REVIEW

999 W Riverside Ave, Spokane, WA 89201

PUBLISHER'S AFFIDAVIT

STATE OF NEW YORK COUNTY OF ERIE 35

Name: Jarek Niczyporuk	Client ID: 145539			
PO No;	No. Lines: 18			
Total Cost: \$251.97	Campaign: 187396			
Jeonifer Evans do solemnly swear that I a Spokesman-Review, a newspaper established and regularly language, in and of general circulation in the City of Spoka City of Coeur d'Alene, Kootenai County, Idaho; that said n published and has had said general circulation continuously day of July, 1941; that said newspaper is printed in an office City of Spokane, Washington; that said newspaper was apporter of the Superior Court of the State of Washington for and that said order has not been twoked and is in full force which is a part of the proof of publication, was published the publication having been made once each time on the follow August 21, 2022, August 22, 2022, and August 23, 2022.	ene, Spokane County, Washington; and in the newspaper has been so established and regularly by for more than six (6) months prior to the 23 rd ce maintained at its place of publication in the proved and designated as a legal newspaper by Spokane County on the 23rd day of July, 1941, to and effect; that the notice attached hereto and in said newspaper3 time(s), the wing dates:			
That said notice was published in the regular and entire iss period of time of publication, and that the notice was publi supplement.	sue of every number of the paper during the			
Subscribed and sworn to before me this 23 day of	LATO PERSET Logis Description.			
August, 2022 (Advirtising Agent) (Notary) CAROL SMITH NOTARY PARALL, EDGE OF NEW	Let 1 per Freed Mail will The Extrins of Interferenced, married in Visit fiech 27, pape 32, Spekare County Description College, Indiana County Description College, Indiana Description, and that period married 100 Priorit & EMA, Lagual stains in 1864 hand count ha made within 100 days knowl are better he periodical from married any dates used may patiented famed. Jarok Microscopic Description, Not. 2001 XX 1877275			
Registration No. 018MSSOREZ Contribution Nicores County Commission Explain November 14, 20				

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 132 of 286

7236392 Page 10 of 12 08/31/2022 01:51:38 PM

CHAIN OF TITLE GUARANTEE SCHEDULE A - CONTINUED

EXCEPTIONS:

- 1. PATENT DATED May 15, 1884, RECORDED December 05, 1890 IN BOOK H, PAGE 496 FROM THE UNITED STATES OF AMERICA TO JAMES A. FISHER.
- DEED DATED December 12, 1885, RECORDED December 31, 1885 IN BOOK K, PAGE 383 FROM JAMES A. FISHER TO MICHAEL M. COWLEY.
- 3. WARRANTY DEED DATED November 16, 1895, RECORDED November 17, 1896 UNDER AUDITOR'S FILE NO. 11647 FROM M. M. COWLEY ET UX TO EDWARD O'SHEA.
- 4. WARRANTY DEED DATED July 25, 1893, RECORDED July 27, 1899 UNDER AUDITOR'S FILE NO. 21196 FROM EDWARD O'SHEA ET UX TO ANNIE COWLEY.
- 5. WARRANTY DEED DATED May 16, 1900, RECORDED May 17, 1900 UNDER AUDITOR'S FILE NO. 40205 FROM MICHAEL W. COWLEY TO ANNIE COWLEY.
- WARRANTY DEED DATED October 04, 1904, RECORDED October 05, 1904 UNDER AUDITOR'S FILE NO. 106669 FROM M. M. COWLEY ET UX TO EDWARD C. MOYS.
- 7. WARRANTY DEED DATED February 23, 1906, RECORDED March 28, 1906 UNDER AUDITOR'S FILE NO. 140994 FROM EDWARD C. MOYS ET UX TO FRANK GOSNELL.
- 8. WARRANTY DEED DATED October 06, 1909, RECORDED November 29, 1909 UNDER AUDITOR'S FILE NO. 251406 FROM FRANK GOSNELL ET UX TO RAILWAY LAND & IMPROVEMENT COMPANY, A CORPORATION.
- 9. SPECIAL WARRANTY DEED DATED June 15, 1920, RECORDED June 22, 1920 UNDER AUDITOR'S FILE NO. 594800 FROM RAILWAY LAND & IMPROVEMENT COMPANY, A CORPORATION TO LIBERTY VALLEY COMPANY, A CORPORATION.
- 10. WARRANTY DEED DATED March 26, 1936, RECORDED February 02, 1937 UNDER AUDITOR'S FILE NO. 276153A FROM LIBERTY VALLEY COMPANY, A CORPORATION TO SEATTLE-FIRST NATIONAL BANK, A CORPORATION.
- 11. WARRANTY DEED DATED March 20, 1937, RECORDED April 12, 1937 UNDER AUDITOR'S FILE NO. 254399A FROM SEATTLE-FIRST NATIONAL BANK, A CORPORATION TO LIBERTY VALLEY COMPANY, A CORPORATION.
- 12. WARRANTY DEED DATED April 03, 1937, RECORDED April 12, 1937 UNDER AUDITOR'S FILE NO. 284402A FROM LIBERTY VALLEY COMPANY, A CORPORATION TO LEONARD CARDIFF, HUSBAND OF HELEN V. CARDIFF.
- 13. WARRANTY DEED DATED April 17, 1937, RECORDED April 23, 1937 UNDER AUDITOR'S FILE NO. 286199A FROM LEONARD CARDIFF AND HELEN V. CARDIFF, HUSBAND AND WIFE TO J.G. MORRIS.
- 14. QUIT CLAIM DEED DATED April 23, 1937, RECORDED April 23, 1937 UNDER AUDITOR'S FILE NO. 288200A FROM ETTA MORRIS, WIFE OF J.G. MORRIS TO J.G. MORRIS.

STATE OF WASHINGTON COUNTY OF SPOKANE)SS

UCO Fledricipo Statetodote 2025 0 164 de Cardano, Secretary of State - Page 28 of 34

7236392 Page 11 of 12 08/31/2022 01:51:38 PM

CHAIN OF TITLE GUARANTEE SCHEDULE A - CONTINUED

- 15. QUIT CLAIM DEED DATED December 15, 1995, RECORDED December 19, 1995 UNDER AUDITOR'S FILE NO. 9512190279 FROM JESLYN M. SCHULTZ, IN HER CAPACITY AS TRUSTEE OF THE JESLYN M. SCHULTZ TRUST UNDER AGREEMENT DATED MARCH 1, 1993 AND JESLYN M. SCHULTZ, A WIDOW, DEALING IN HER SOLE AND SEPARATE PROPERTY TO WHITWORTH FOUNDATION, AS TRUSTEE OF THE JESLYN MORRIS SCHULTZ CHARITABLE REMAINDER UNITRUST UNDER AGREEMENT DATED DECEMBER 15, 1995.
- 16. SPECIAL WARRANTY DEED DATED February 27, 1997, RECORDED March 12, 1998 UNDER AUDITOR'S FILE NO. 4196848 FROM WHITWORTH FOUNDATION, AS TRUSTEE OF THE JESLYN MORRIS SCHULTZ CHARITABLE REMAINDER UNITRUST UNDER AGREEMENT DATED DECEMBER 15, 1995 TO GREENSTONE CORPORATION, A WASHINGTON CORPORATION.
- 17. STATUTORY WARRANTY DEED DATED June 07, 1999, RECORDED June 08, 1999 UNDER AUDITOR'S FILE NO. 4377676 FROM GREENSTONE CORPORATION, A WASHINGTON CORPORATION, A PARTNER OF MEADOWWOOD INVESTMENT GROUP TO W. MAIN CORPORATION, A WASHINGTON CORPORATION, A PARTNER OF MEADOWWOOD INVESTMENT GROUP.
- 18. STATUTORY WARRANTY DEED DATED June 67, 1999, RECORDED June 10, 1999 UNDER AUDITOR'S FILE NO. 4378568 FROM W. MAIN CORPORATION, A WASHINGTON CORPORATION TO WILLIAM W. MAIN, SR., A MARRIED PERSON AS HIS SOLE AND SEPARATE PROPERTY AND WILLIAM W. MAIN, JR., A MARRIED PERSON AS HIS SOLE AND SEPARATE PROPERTY, EACH TO AN UNDIVIDED 50% INTEREST.
- 19. STATUTORY WARRANTY DEED DATED November 02, 2000, RECORDED November 03, 2000 UNDER AUDITOR'S FILE NO. 4531024 FROM WILLIAM W. MAIN, SR., A MARRIED PERSON AS HIS SOLE AND SEPARATE PROPERTY, AND WILLIAM W. MAIN, JR., A MARRIED PERSON AS HIS SOLE AND SEPARATE PROPERTY, EACH AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST TO MEADOWWOOD DEVELOPMENT, LL.C., A WASHINGTON LIMITED LIABILITY COMPANY.
- 20. STATUTORY WARRANTY DEED DATED August 08, 2006, RECORDED August 10, 2006 UNDER AUDITOR'S FILE NO. 5418141 FROM MEADOWWOOD DEVELOPMENTS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO SULLIVAN HOMES, INC., A WASHINGTON CORP.
- 21. STATUTORY WARRANTY DEED DATED April 07, 2007, RECORDED April 13, 2007 UNDER AUDITOR'S FILE NO. 5521994 FROM SULLIVAN HOMES, INC., A WASHINGTON CORPORATION TO JAREK NICZYPORUK AND AGNES NICZYPORUK, HUSBAND AND WIFE.
- 22, QUIT CLAIM DEED DATED April 28, 2009, RECORDED May 05, 2009 UNDER AUDITOR'S FILE NO. 5788051 FROM AGNIESZKA NICZYPORUK, ALSO KNOWN AS AGNES NICZYPORUK, A MARRIED WOMAN TO JAROFLAW NICZYPORUK, ALSO KNOWN AS JAREK NICZYPORUK, A MARRIED MAN AS HIS SEPARATE ESTATE.

7236392 Page 12 of 12 08/31/2022 01:51:38 PM

The United States of America,

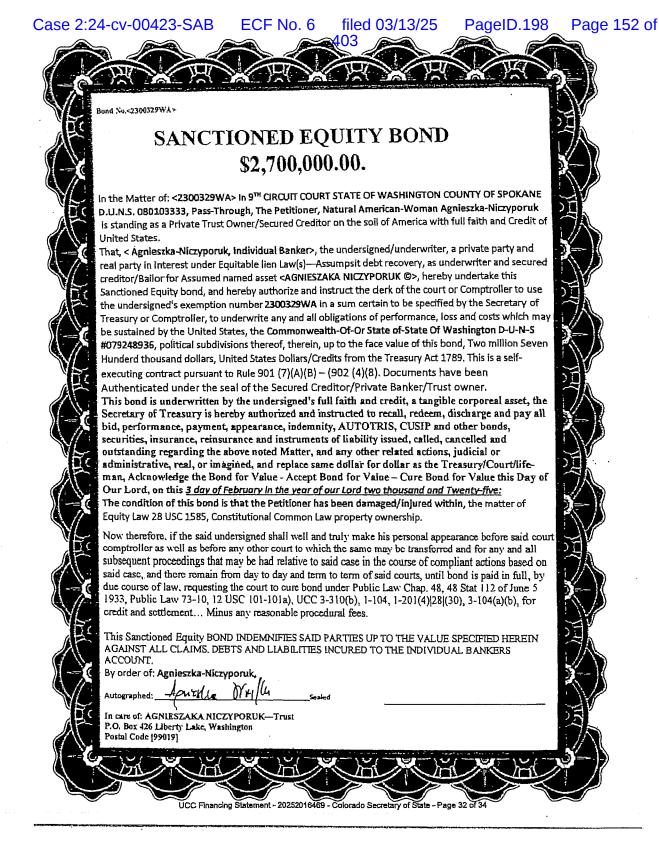
[HOMESTEAD LOGO]	To all to whom	n these Presents shall come, Greeting:
he United States a Certifica	Whereas, There has te of the Register of , whereby it a To secure Homester	the Land Office at Spokane Falls, Washington appears that, pursuant to the Act of Congress adds to actual Settlers on the Public Domain,"
conformity to law, for the e of the northeast quart	ast half of the no er and the north	has been established and duly consummated, in ortheast quarter, the southwest quarter west quarter of the southeast quarter of or north of range forty-five east of certitory, containing one hundred and
the Surveyor General.		said Land, returned to the General Land Office by
Now know ye, the	t there is, therefore,	granted by the United States unto the said James
appurtenances thereof, un heirs and assigns forever, manufacturing, or other p such water rights as may	to the said James S. I. subject to any vested urposes, and rights to be recognized and ac lso subject to the right , should the same be	nd to hold the said tract of Land, with the said to his and to his and to his and accrued water rights for mining, agricultural, a ditches and reservoirs used in connection with a ditches and the local customs, laws, and the of the proprietor of a vein or lode to extract and found to penetrate or intersect the premises hereby
	In testimony when	reof, I, Chester A. Arthur, PRESIDENT OF THE STOFAMERICA, have caused these letters to be made eal of the General Land Office to be hereunto affixed.
	day of hundr	er my band, at the City of Washington, the fifteenth f May, in the year of our Lord one thousand eight ed and eighty four, and of the Independence of the d States the one hundred and eighth.
Fr.	By the Presiden	it: Is/ Chester A. Arthur
I certify that I have compa the certified copy of the o the best of my ability, it is	red this transcript with	By /s/ Wm H. Crook, Secretary. S.W. Clark, Recorder of the General Land Office.

Attachment #: 4

Bond

File name: BOND A.pdf

Uploaded: 02/21/2025 11:32:09 PM



7236392 Page 10 of 12 08/31/2022 01:51:38 PM

CHAIN OF TITLE GUARANTEE : SCHEDULE A - CONTINUED

EXCEPTIONS:

- PATENT DATED May 15, 1884, RECORDED December 05, 1890 IN BOOK H. PAGE 495 FROM THE UNITED STATES OF AMERICA TO JAMES A. FISHER.
- 2. DEED DATED December 12, 1885, RECORDED December 31, 1885 IN BOOK K, PAGE 383 FROM JAMES A. FISHER TO MICHAEL M. COWLEY.
- 3. WARRANTY DEED DATED November 16, 1896, RECORDED November 17, 1896 UNDER AUDITOR'S FILE NO. 11647 FROM M. M. COWLEY ET UX TO EDWARD O'SHEA.
- WARRANTY DEED DATED July 25, 1899, RECORDED July 27, 1899 UNDER AUDITOR'S FILE NO. 31195 FROM EDWARD O'SHEA ET UX TO ANNIE COWLEY.
- WARRANTY DEED DATED May 16, 1900, RECORDED May 17, 1900 UNDER AUDITOR'S FILE NO. 40208 FROM MICHAEL W. COWLEY TO ANNIE COWLEY.
- WARRANTY DEED DATED October 04, 1904, RECORDED October 05, 1904 UNDER AUDITOR'S FILE NO. 106669 FROM M. M. COWLEY ET UX TO EDWARD C. MOYS.
- WARRANTY DEED DATED February 23, 1906, RECORDED March 28, 1906 UNDER AUDITOR'S FILE NO. 140994 FROM EDWARD C. MOYS ET UX TO FRANK GOSNELL.
- 8. WARRANTY DEED DATED October 06, 1909, RECORDED November 29, 1909 UNDER AUDITOR'S FILE NO. 261406 FROM FRANK GOSNELL ET UX TO RAILWAY LAND & IMPROVEMENT COMPANY, A CORPORATION.
- SPECIAL WARRANTY DEED DATED June 15, 1920, RECORDED June 22, 1920 UNDER AUDITOR'S FILE NO. 594800 FROM RAILWAY LAND & IMPROVEMENT COMPANY, A CORPORATION TO LIBERTY VALLEY COMPANY, A CORPORATION.
- 10. WARRANTY DEED DATED March 26, 1936, RECORDED February 02, 1937 UNDER AUDITOR'S FILE NO. 276153A FROM LIBERTY VALLEY COMPANY, A CORPORATION TO SEATTLE-FIRST NATIONAL BANK, A CORPORATION.
- 11. WARRANTY DEED DATED March 20, 1937, RECORDED April 12, 1937 UNDER AUDITOR'S FILE NO. 284399A FROM SEATTLE-FIRST NATIONAL BANK, A CORPORATION TO LIBERTY VALLEY COMPANY, A CORPORATION.
- 12. WARRANTY DEED DATED April 03, 1937, RECORDED April 12, 1937 UNDER AUDITOR'S FILE NO. 284402A FROM LIBERTY VALLEY COMPANY, A CORPORATION TO LEONARD CARDIFF, HUSBAND OF HELEN V. CARDIFF.
- 13. WARRANTY DEED DATED April 17, 1937; RECORDED April 23, 1937 UNDER AUDITOR'S FILE NO. 285199A FROM LEONARD CARDIFF AND HELEN V. CARDIFF, HUSBAND AND WIFE TO J.G. MORRIS.
- 14. QUIT CLAIM DEED DATED April 23, 1937, RECORDED April 23, 1937 UNDER AUDITOR'S FILE NO. 286200A FROM ETTA MORRIS, WIFE OF J.G. MORRIS TO J.G. MORRIS.

I Vicky M. Dalton, Spokane County Auditor; do hereby certify that is a true and correct copy of the document received apolicoorded

in without whereof, I heapunto set my hand this Acady of Olivina VICKY M. DALTON, Spokene County Auditor

7236392 Page 11 of 12 08/31/2022 01:51:38 PM

CHAIN OF TITLE GUARANTEE SCHEDULE A - CONTINUED

- 15. QUIT CLAIM DEED DATED December 15, 1995, RECORDED December 19, 1995 UNDER AUDITOR'S FILE; NO. 9512190279 FROM JESLYN M. SCHULTZ, IN HER CAPACITY AS TRUSTEE OF THE JESLYN M. SCHULTZ TRUST UNDER AGREEMENT DATED MARCH 1, 1983 AND JESLYN M. SCHULTZ, A WIDOW, DEALING IN HER SOLE AND SEPARATE PROPERTY TO WHITWORTH FOUNDATION, AS TRUSTEE OF THE JESLYN MORRIS SCHULTZ CHARITABLE REMAINDER UNITRUST UNDER AGREEMENT DATED DECEMBER 15, 1995.
- 16. SPECIAL WARRANTY DEED DATED February 27, 1997, RECORDED March 12, 1998 UNDER AUDITOR'S FILE NO. 4196848 FROM WHITWORTH FOUNDATION, AS TRUSTEE OF THE JESLYN MORRIS SCHULTZ CHARITABLE REMAINDER UNITRUST UNDER AGREEMENT DATED DECEMBER 15, 1995 TO GREENSTONE CORPORATION, A WASHINGTON CORPORATION.
- 17. STATUTORY WARRANTY DEED DATED June 07, 1999, RECORDED June 08, 1999 UNDER AUDITOR'S FILEINO, 4377676 FROM GREENSTONE CORPORATION, A WASHINGTON CORPORATION, A PARTNER OF MEADOWWOOD INVESTMENT GROUP TO W. MAIN CORPORATION, A WASHINGTON CORPORATION, A PARTNER OF MEADOWWOOD INVESTMENT GROUP.
- 18. STATUTORY WARRANTY DEED DATED June 07, 1999, RECORDED June 10, 1999 UNDER AUDITOR'S FILE NO. 4378568 FROM W. MAIN CORPORATION, A WASHINGTON CORPORATION TO WILLIAM W. MAIN, 8R., A MARRIED PERSON AS HIS SOLE AND SEPARATE PROPERTY AND WILLIAM W. MAIN, JR., A MARRIED PERSON AS HIS SOLE AND SEPARATE PROPERTY, EACH TO AN UNDIVIDED 50% INTEREST.
- 19. STATUTORY WARRANTY DEED DATED November 02, 2000, RECORDED November 03, 2000 UNDER AUDITOR'S FILE NO. 4531024 FROM WILLIAM W. MAIN, SR., A MARRIED PERSON AS HIS SOLE AND SEPÄRATE PROPERTY, AND WILLIAM W. MAIN, JR., A MARRIED PERSON AS HIS SOLE AND SEPÄRATE PROPERTY, EACH AS TO AN UNDIVIDED FIFTY PERCENT (60%) INTEREST TO MEADOWWOOD DEVELOPMENT, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY.
- 20. STATUTORY WARRANTY DEED DATED August 08, 2006, RECORDED August 10, 2006 UNDER AUDITOR'S FILE NO. <u>5419141</u> FROM MEADOWWOOD DEVELOPMENTS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO SULLIVAN HOMES, INC., A WASHINGTON CORP.
- 21. STATUTORY WARRANTY DEED DATED April 07, 2007, RECORDED April 13, 2007 UNDER AUDITOR'S FILE NO. 5521994 FROM SULLIVAN HOMES, INC., A WASHINGTON CORPORATION TO JAREK NICZYPORUK AND AGNES NICZYPORUK, HUSBAND AND WIFE.
- 22. QUIT CLAIM DEED DATED APril 28, 2009, RECORDED May 08, 2009 UNDER AUDITOR'S FILE NO. 5788051 FROM AGNIESZKA NICZYPORUK, ALSO KNOWN AS AGNES NICZYPORUK, A MARRIED WOMAN TO JAROFLAW NICZYPORUK, ALSO KNOWN AS JAREK NICZYPORUK, A MARRIED MAN . AS HIS SEPARATE ESTATE.

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 218 of 286

7236392 Page 12 of 12 08/31/2022 01:51:38 PM

The United States of America,

[HOMESTEAD LOGO] To all to whom these Presents shall come, Greeting: esterd Certificate No. 599 Whereas, There has been deposited in the General Land Office of Application 1501 the United States a Certificate of the Register of the Land Office at Spokane Falls, Washington , whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of James S. Fisher has been established and duly consummated, in conformity to law, for the east half of the northeast quarter, the southwest quarter of the northeast quarter and the northwest quarter of the southeast quarter of section fourteen in township twenty five north of range forty-five east of Willamette Meridian in Washington Territory, containing one hundred and sixty acres according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General. Now know ye, that there is, therefore, granted by the United States unto the said James S. Fisher

UNIT:

In testimony whereof, I, Chester A. Arthur, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the fifteenth day of May, in the year of our Lord one thousand eight hundred and eighty-four, and of the Independence of the United States the one hundred and eighth.

By the President: /s/ Chester A. Arthur

By /s/ Wm H. Crook, Secretary. S.W. Clark, Recorder of the General Land Office.

I certify that I have compared this transcript with the certified copy of the original Patent and, to the best of my ability, it is true and correct.

by: Rith Gran Bourett

STATE OF WASHINGLAY
COUNTY OF SPOKANE JSS
[Vicky M. Dallon, Spokane County Audkor, do hereby certify that this forgoing document
is a true and coerce Copy of the document received and psported in my office.

VICKY M. DALTON, Spokene County Auditor

Deputy

23-2-00984-32

Constitutional Declaration of Common Law on land patent rights

United States Treasury [1789] Land/Letter Patent Act [1812]

MAR 11 2025

Homestead Act (1862) PATENT NUMBERS: 699 BLM Serial No: WASPAA-003315

TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

Oregon Treaty, 8 stat. 869, 6/15/1846, WASHINGTON State Constitution Article 1 section 3, United States Constitution-Fourth-Fifth Amendments - Bill of Rights - Declaration of Independence And United States Treasury Act (1789) that granted 260 million Acres to "We the people" inside America.

KNOW ALL MEN BY THESE PRESENTS: That the lawful Natural American-man.—Life-Man.—Soul-Man-Jaroslaw-Artur: Niczyporuk", an American State National on the land of America, on this date of our Lord April 11, 2024, does certify and declare as follows: That he, named as "assigns-Successor--Trustee" in the Land Patent named above, I bring up said patent in my own name as it pertains to the land below described.

THE PROPERTY SO CLAIMED BY PATENT, and legally described and referenced under Patent listed above is:

"Beginning of the southwest comer of lot 3 of the plat of The Estates of Meadowood as recorded in book 27 of plats and page 52 records of Spokane County, Washington; thence north 89°08' 0 I" West 144.09 feet to the southwest corner of said lot and the beginning of a non-tangent curve concave to the west: thence northerly along the arc of said curve to the left having a radius of 176.00 feet and an arc length of 81.01 feet to the northwest comer of said lot, thence north 89°15'27" east 161.65 feet to the northeast corner of said lot, thence south 00°57'00" east 82.34 feet to the point of beginning., containing 12.005 square feet, more or less "

"According to the official plat of the Survey of the said Lands, referred to the General Land Office of the SURVEYOR GENERAL, which said tract has been purchased by said James A Fisher, with lawful currency..."

ALL THAT CERTAIN lot or piece of land with the buildings and improvements thereon erected. Situate on: 1315 N Dunbarton Oaks Ln, LIBERTY LAKE, WASHINGTON, Parcel #55141.5503, in the county of SPOKANE, State of Washington, and more particularly described as follows; LOT 3, BLOCK 4, OF THE ESTATES AT MEADOWWOOD, A PLANNED UNIT SEC/TWN/RNG/ Northeast quarter of Section 14, Township 25 North, Range 45 East, Willamette Meridian, on Spokane County, Washington; -BLM#699-May 20, 1862; Homestead Entry Original (12 Stat. 392).... whereas the subject property is claimed on behalf of an "unqualified claimant", until such time the "claimant is qualified."

This Constitutional Declaration and notice of my pre-emptive right to possess the land pursuant to the English Crown established [1629], Declaration of Independence [1776], Law of Nations, Treaty of Peace with Great Britain [8 Stat. 80], Treaty of Paris [1776], An Act of Congress [3 Stat. 566], April [1884], The Homestead Act [12 Stat. 392, 1862, United States Treasury Department [1789], Boise Meridian [1886], Washington State Constitution [1889], and 43 USC sections 57,59, and 83. The Grantec/Assignee is mandated, pursuant to, Article VI Section 1, 23, Articles IV Section 1 Clause L and 2, Section I Clause 81, 2; Section 4; the 4th, 7th

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 222 of 286

9th, and 10th Amendments [United States Constitution 1789-91], and numerous legislated positive laws, to update the Land Patent by acknowledgment, taking delivery, accepting, taking possession, occupying and bringing forward the land/Letter Patent into the grantee/assignee's name;

ECF No. 6

Further, that I the lawful Natural American-man—Life-man—Soul-Man—Jaroslaw-Artur: Niczyporuk, the assigned—Successor—Trustee of the above referenced Land Patent, may make subsequent assign(s), as assignor/grantor, by "Land Contract" to "Qualified Claimant". Only American state National's/Citizens qualify as "assignee" or "Grantee", to hold "lawful title" to land. U. S. Citizens or Citizen of the "United States", have been declared/classified as "Citizens of the "United States" government in Washington D. C, are not eligible to hold lawful title to land "granted by the United States Congress" to the "citizen of one of the several states".

This is my formal Constitutional Declaration that this process is lawfully executed and completed, being effective Nunc Pro Tunc, from Jamary 1, 1933. This is the only lawful method that "Perfect Title" can be held. All questions of fact decided by the United States Treasury Department and General Land Office are binding everywhere, and injunctions and mandamus proceedings will not lie against it. Since the "County Recording Offices" may prevent the recording of this document into "Municipal County Recording Offices", an alternate recording is obtained under the Washington Secretary of States Office-Apostille treaty October 5th, 1961, and a filing of a UCC-1 Financing Statement listing all known parties or Persons of interest.

TOGETHER with the free and common use, right liberty and privilege of the aforesaid alley as and for a passage-way and watercourse a tall times hereafter, forever, Together with all and singular the buildings and improvements, Ways, Streets, Alleys, Passages, waters, Water-courses, Rights, Liberties, Hereditaments and Appurtenances, witatsoever there unto belonging, or in any wise appertaining, and the Reversions and Reminders, Rents. Issues and Profits thereof; and all the Estate, Rights, Title, Interest, Property, Claim and whatsoever of it; and, whereas, a Land Patent is the only way a perfect title can be had in my name: [Jaroslaw-Artur: Niczyporuk], 13 Pet., (U.S.) 498, 10 L. Ed. 264; All questions of fact decided by the United States Treasury Department (1789) and General Land Office are binding everywhere, and injunctions and mandamus proceedings will not lie against it: Litchfield v. Register, 9 Wall (U.S.) 575, 19 LED. 681.

- (1) NOTICE AND EFFECT OF LAND PATENT. A grand of land is a public law standing on the statute books of the State and is notified to every subsequent purchaser under any conflicting sale made afterward: Wineman v. Gastrell, 54 Fed. 819, 4CCA 596, 2 US.App. 581. A Patent alone passes title to Grantee: Wilcox v. Jackson, 12 PET (U.S.) 498, 10 L.ED.264. Where the United States has part with title by a patent legally issued upon surveys legally made by itself and approved by the proper department, the title so grated cannot be impaired by any subsequent survey made by the government for its own purposes: Cage v. Danks, 13 LA. ANN. 128.
- (2) LAND TITLE AND TRANSFER. The existing system of land transfer is a long and tedious process involving the observance of many formalities and technicalities, a failure to observe any one of which may defeat title, even where these have been traced to its source, the purchaser must, but at his peril, there always being, in spite of the utmost care and expenditure, the possibility that his title may turn out bad: Yield Torrens System [1850].

If this Land Patent is not challenged within sixty days (60) in a coun of law by someone, or by the actual government, it then becomes my property, as no one has followed the proper steps to get legal/lawful title, the final certificate or receipt acknowledging the payment in full by a homesteader or precemptor is not in legal effect a conveyance of land: U.S. v. Steenerson, 50 FED 504, ICCA 552, 4 U.S. App. 332. A Land Patent is conclusive evidence the Patent has complied with the Act of Congress as concerns improvements to the land, etc.: Jankins v. Gibson, 3 LA ANN. 203.

The first white settlement to the "treaty of Oregon" (1846) was established by John Jacob Astor (1763 – 1848] and then by heir to William Waldorf Astor (1848 – 1919), whereas the "Patent" was assigned to heirs of land. It is certified that the "Assign" "Jaroslaw-Artur: Niczyporuk, Natural American-man and an American State National on the land of America" who has placed this Land Patent, less the excluded portion

indicated, into "CHRISTIAN FILIP Land Trust" whose jurisdiction in this matter, is the land and soil of the state of Washington, and is the "holder-in-due-course" of the land until "assigned" to a qualified lawful American-Man-State National of the state of Washington a (Republic).

The autograph of Assignee/Grantee is in fact, through perfected title by Land/Letter Patent, the lawful owner and holder-in-discounts of the above-described land, including all apparaturances and hereditaments. If this Land Patent is not in-one-course in the subtreaccounted man, increasing an apparent within the thirty (30) day period allowed, with documented "Proof of Claim", this shall be forever default judgment and estopped against all future claims from any source, and absolute fitle to the described land in the Land Patent shall be established for all times. Any Future assign by the Holder-in-due-course may be accomplished by "Chanting/Grantor" to a qualified Person.

Jaroslaw Niczyporuk, Private American-man Autographed Bye; -Without Prejudice-Without Recourse-All rights Reserved. Done in Good Faith-

RECORDING REQUESTED BY:

Jaroslaw-Artur: Niczyporuk --- Free man on the land

AND WHEN RECORDED MAIL TO:

Jaroslaw-Artur: Niczyporuk Mailing Lecation: e/o non-domestic do Post Office Box 426 Liberty Lake, Washington Postal Code [99019]

ACKNOWLEDGMENT

County of SPOKANE)

STATE OF WASHINGTON)

Today, before me, a Commissioned Public Notary, Jaroslaw-Artur: Niczyporuk is the Man who appeared before me, and said person acknowledged that s/he signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 4th, day of February 2025.

Christi Belles

NOTARY PUBLIC in and for the State of Washington,

My commission expires: UNIU 31,2027

Signed bye:

Notary Public State of Washington CHRISTI BELLES COMM. # 177806 MY COMM EXP. JULY 31, 2027

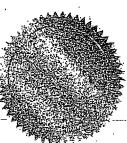


	The United States of America,
[HOMESTEAD LOGO]	To all to whom these Presents shall come; Greeting:
Homesteid Certificate No. 699.)	
Application <u>1501</u>	Whereas, There has been deposited in the General Land Office of
the United States a Certif	icate of the Register of the Land Office at Spokane Falls, Washington
Territory	whereby it appears that, pursuant to the Act of Congress
	, "To secure Homesteads to actual Settlers on the Public Domain,"
and the acts supplements	I thereto, the claim of James S. Fisher
	has been established and duly consummated, in
conformity to law, for th	e east half of the northeast quarter, the southwest quarter

of the northeast quarter and the northwest quarter of the southeast quarter of section fourteen in township twenty five north of range forty-five east of Willamette Meridian in Washington Territory, containing one hundred and

according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

Now know ye, that there is, therefore, granted by the United States unto the said James the track of Land above described. To have and to hold the said tract of Land, with the appurtenances thereof, unto the said James S. Fisher and to his ficirs and assigns forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to diffhes and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his one therefrom, should the same be found to penetrate or intersect the premises hereby: granted, as provided by law.



In testimony whereof, I. Chester A. Arthur, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made. Patent, and the Seal of the General Land Office to be hereunto affixed.

> Given under my hand, at the City of Washington, the fifteenth day of May, in the year of our Lord one thousand eight hundred and eighty-four, and of the Independence of the United States the one hundred and eighth:

By the President: /s/ Chester A Arthur

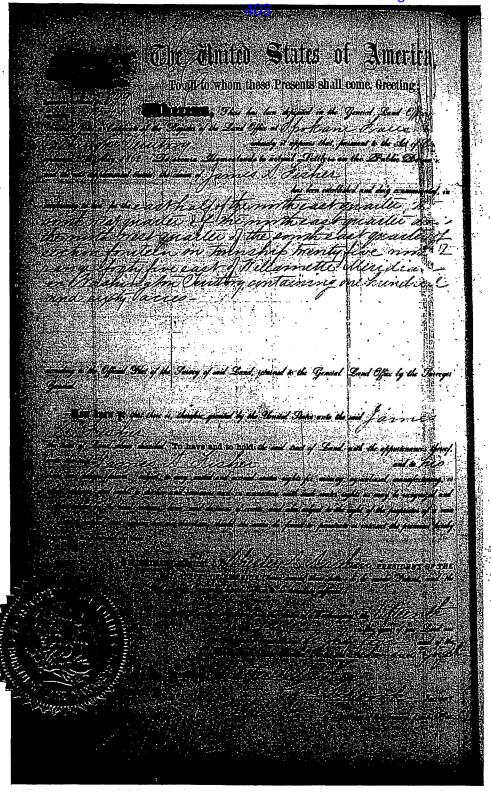
certify that I have compared this transcript with the certified copy of the original Ratent and, to the best of my ability, it is true and correct.

By /s/ Win H. Crook, Secretary. S.W. Clark, Recorder of the General Land Office.



STATE OF WASHINGTON 1
COUNTY OF SPOKANE J SS
I, Vicky M. Datton, Spokane County Auditor, do hereby certify that this fr regoing document is a true and correct copy of the document received and recorded in my office.

In witness whereof, I hereunto set my hand this day of August , 2027
VICKY M. DALTON, Spokane County Auditor



Bursau of Land Management Oregon State Difice PO. Box 2985 Portland, OR 97208

of the original record on flight this office.

•	ine Un	uted State	es of An	nerica,
[HOMESTEAD LOGO]	The ANTIC CLE	iom these Present	المنسيد الشاهان	A. A. Haran
lomestead Certificate No. 699.}	10 all to wil	om mese Present	s shan come, c	neeung.
pplication 1501	Whereas, There h	as been deposited	l in the General	Land Office of
he United States a Certifica <i>Territory</i> approved 20 th May, 1862, "	te of the Register (of the Land Office it appears that, pu	e at <i>Spokane Fo</i> Isuant to the Ac	alls, Washington tof Congress
and the acts supplemental th	ro secure nomes: lereto, flie claim of	James S. Fisher	t <u>'</u>	consummated, in
conformity to law, for the e of the northeast quarte section fourteen in tow Willamette Meridian i sixty acres	er and the north Inship twenty-fi	iortheast quari hwest quarter ive north of ra	ter, the south of the souther nge forty-fiv	west quarter ast quarter of e east of
· · · · · · · · · · · · · · · · · · ·			fr.	
,				
according to the Official Pl	at of the Survey of	said Land, return	ed to the Gener	al Land Office by
No.	.anan'ta Mel separa	. Salahara Bulaha 17	notes de viene en energ	ilano lira Verto
Now know ye, that S. Fisher	inere is, inereiore,	, granted by the U	nited states unt	o the said lames
the tract of Land above des	cribed. To have a	nd to hold the sa	id tract of Land	with the
appurtenances thereof, unito	the said James S.	Fisher	in Africa or solitoria	and to his
heirs and assigns forever, s			ter rights for mi	
manufacturing, or other pu				
such water rights as may be	trecoppized and a	cknowledged by t	he local custom	s laws and
decisions of courts, and als	o subject to the rig	ht of the proprieto	or of a vein or le	ide to extract and
remove his ore therefrom,				
granted, as provided by lay				
				in the second of
	in testimony when UNITED STATE Patent, and the S	reof, I, Chester A SOF AMERICA, ha leal of the General I	ve caused these	letters to be made
	Given und	er my hand, at the	City of Washi	ngton, the fifteenth
		f. May, in the year		
				ndependence of the
		d States the one h		
	San antimental de San a			
S. Kalifard St. J. A.	By the Presiden	tt /s/ Chester A		
Land Called Land	1421-2-1-1-1-1		/s/ Wm H. Cı	
Lecrify that I have compared the certified copy of the origin the best of my ability, it is tru	nal Patent and to le and correct.	S.W. Clark	, Recorder of the	General Land Office.
by: Suit Grant Datedi: 8/10/202	Bowett o	•		· · · ·
Deter 01101202	×	•		
	•		,	



STATE OF WASHINGTON COUNTY OF SPOKANE SS
I, Vicky M. Dalton, Spokane County Auditor, do hereby certify that this fr regoing document is a true and correct copy of the document received and recorded in my office.

In witness whereof, I hereunto set my hand this day of August 2022
VICKY M. DALTON, Spokane County Auditor

∠ Deputy



Case 2:24-cv-00423-SAB	ECF No. 6	filed 03/13/25 403	PageID.218	Page 172 of
** * * 1				
	ann i e i issa y antis antis antis ini a ini a mas na faataa a			
	,			
				•
				•
			•	
•				
			·	
•				
		•		
		•		
		LOCATION	Y TWO DOO!!! (FIT IS A FIT	
		CORREC	Y THIS DOCUMENT IS A T T COPY OF THE ORIGINA OF RECORD IN MY OF	L ON FILE
		· . .	MAR 1 1 2025	
		TIMOTHY	W. FITZGERALD, COUNT)	CLERK
		* * BY:	Dandola L	DEPLITY

Washington Kenoved

Washington Kenoved

Office of the paid The moved

State of Washington

Secretary of State

This Certificate is not valid for use anywhere within the United States of America, its territories or possessions.

			Apostille		
	(Convention de La Haye du 5 octobre 1961)				
1.	Country Pays / Pais United States of America				
This public document					
		Le présent ac	acte public / El presente documento público		
2.	has been signed by a été signé par FRED PEREZ ha sido firmado por				
3.	acting in the capacity of agissant en qualité de Deputy Auditor quien actúa en calidad de				
4.	bears seal / stamp of est revêtu du sceau / timbre de Spokane Co. Auditor, state of Washington y está revistido del sello / timbre de				
Certified					
Attesté / Certificado					
5.	at Olym	npia, Washington	6. the le/el día February 5, 2025		
7.	by par/por	Steve R. Ho	Steve R. Hobbs, Secretary of State, State of Washington		
8.	Number sous nombre / bajo número	el I22506579-).		
9.	Seal / stamp Sceau / timbre Sello / timbre		10. Signature: Signature: Stu-R Holler Firma:		

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears. This Apostille does not certify the content of the document for which it was issued.

This Apostille is not valid for use anywhere within the United States of America; its territories or possesions.

To verify the issuance of this Apostille, see: www.sos.wa.gov/corres/apostilles

This certificate does not constitute an apostfile under the Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents for those countries that have neither ratified nor acceeded to that Convention, and remains subject to additional applicable authentication requirements.

Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, Fidentité du secau ou timbre dont cet acte publie est revêtu. Cette Apostille ne certifite pas le contenu de l'acte pour lequel elle a été émise. L'utilisation de cette Apostille n'est pas valable en/au États-Unis d'Amérique, se territoires ou possessions. Cette Apostille peut être vérifée à l'adresse suivante: <u>www.sos.wa.gov/corps/apostilles</u>

Esta Apostilla certifica unicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado, y en su caso, la identidad del sello o timbre del que el documento publico este revestido. Esta Apostilla no certifica el contenido del documento para el cual se expedió. No es válido el uso de esta Apostilla en Estados Unidos de América, sus territorios o posesiones. Esta Apostille se puede verificar en la dirección siguiente: www.sos.wa.gov/corps/apostilles

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 236 of 286

02/28/2023 01:43:49 PM Recording Fee \$204.50 Page 1 of 2 Warranty Deed CHRISTIAN FLIP TRUST Spokane County Washington

7270212

Page 175 of

THIRITHELE REPORT HERE IN THE REPORT OF THE PROPERTY OF THE PR

Return to: CHRISTIAN FILIP TRUST 2600 E Seltice Way Sta A PMB1007 Post Falls, Idaho [83854-7991]

SPECIAL WARRANTY DEED

Certificate of Acknowledgment and Acceptance

Grantor: Sheri Lee Clark, a living woman

Grantee: CHRISTIAN FILIP TRUST. Agnieszka Niczyporuk, Renata Aleksiuk. Trustee

Parcel: #55141.5503

202301800

The Grantor Sheri Lee Clark, a living woman as a current Heir under the Warranty Deed in consideration of the premises and payment of Twenty One Silver Dollars (21), hereby grants and conveys, without representation or Warranty, expressed or implied, all rights, title and interest to CHRISTIAN FILIP TRUST, trust dated February 10, 2023, Agnieszka Niczyporuk and Renata Aleksiuk, Trustees, in their capacity of living women, also recorded as Grantee to all property situated in Spokane County, state of Washington. Described as follows:

1315 N DUNBARTON OAKS LN, LIBERTY LAKE, WASHINGTON, Parcel # 55141.5503, in the county of SPOKANE, State of Washington, and more particularly described as follows:

LOT 3, BLOCK 4 OF THE ESTATES AT MEADOWWOOD, A PLANNED UNIT DEVELOPMENT AS PER PLAT THEREOF RECORDED IN VOLUME 27 OF PLATS, PAGE 51; IN THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, being in the Northeast quarter of Section 14, Township 25 North, Range 45 East, Willamette Meridian, on Spokane County, Washington;

HOMESTEAD CERTIFICATE NO.699, BLM SERIAL NO.WASPAA 003315, Deed of Reconveyance Accepting Land Patent Assignment (grant) recorded under instrument #723692;

Clark, a living woman

\$ 12 West 1

White on

Dated this / 8 day of February, 2023

. Car comp.

STATE OF WASHINGTON SOUNTY OF SPOKANE SOUNTY OF SPOKANE SOUNTY OF SPOKANE County Auditor, do hereby certify that this foregoing document is a true and correct copy of the document received and recorded in my office. in witness whereof, I hereunto set my hand this

ZS day of Control 20 Z 3

VICKY M. DALTON Spokane County Auditor



Notary Witness and Acknowledgment

Washington State) :ss.
County of Spokane)

On this day /8th day of February, 2023, before me, the undersigned Commissioned Notary in and for said State, personally appeared Sheri Lee Clark, known to me, or who produced satisfactory evidence that she is the individual whose name is subscribed to the within instrument, and who duly acknowledged to me that she knowingly executed the same of her own free will and deed.

Witness my hand and official seal.

Public Notar

My commission expires on the 6/0/24/2026

Notary Public
State of Washington
DAVIAN BARLOW
LICENSE # 22033807
MY COMMISSION EXPIRES
JUNE 24, 2026

STATE OF WASHINGTON SS COUNTY OF SPOKANE SO I, Vicky M. Dalton, Spokane County Auditor, do

hereby certify that this foregoing document is a true and correct copy of the document received and recorded in my office.

In witness whereof, I hereunto set my hand this day of Cottour 2023
VICKY M. DALTON, Spokane County Auditor



Washington Nashington of State
Washington Kemoved
Office Invalid Themore

State of Washington

Secretary of State

This Certificate is not valid for use anywhere within the United States of America, its territories or possessions.

	Apostille					
	(Convention de La Haye du 5 octobre 1961)					
1.	Country Pays / Pais United	States of America				
		This publi	c doc	ument		
		présent acte public / El	presen	te documente	pûblico	
2.	has been signed by a čić signé par ha sido firmado por	FRED PER	REZ			
3.	acting in the capacity of agissant en qualité de Deputy Auditor quien actúa en calidad de					
4.	4. bears seal / stamp of est revêtu du sceau / timbre de Spokane Co. Auditor, state of Washington y está revistido del sello / timbre de					
	Certified					
	Attesté / Certificado					
5.	at Olympia, Wa	shington	6.	the lc/cl día	February 5, 2025	
7.	by St	Steve R. Hobbs, Secretary of State, State of Washington				
8.	Number sous nombre / bajo el Gr número	22579089				
9.	Seal / stamp Sceau / timbre Sello / timbre		10.	Signature: Signature: Firma:	the R Hobbe	

This Aportille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears.

This Apostille does not certify the content of the document for which it was issued.

This Apostille is not valid for uso anywhere within the United States of America, its territories or possesions. To verify the issuance of this Apostille, see: www.sos.wa.gov/corps/apostilles

This certificate does not constitute an apostille under the Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents for those countries that have neither ratified nor acceded to that Convention, and remains subject to additional applicable authentication requirements.

Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte public est revêtu.

Cette Apostille ne certifie pas le contenu de l'acte pour lequel elle a été émise. L'utilisation de cette Apostille n'est pas valable en/an États-Unis d'Amérique, ses territoires ou possessions. Cette Apostille peut être vérifée à l'adresse suivante: www.sos.wa.gov/coms/apostilles

Esta Apostilla certifica unicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado, y en su caso, la identidad del sello o timbre del que el documento publico este revestido.

Esta Apostilla no certifica el contenido del documento para el cual se expedió. No es válido el uso de esta Apostilla en Estados Unidos de América, sus territorios o posesiones. Esta Apostille se puede verificar en la dirección siguiente: www.sos.wa.gov/corps/apostilles

filed 03/13/25

PageID.227

7387282

Page 181 of

12/04/2024 12:11:56 PM Recording Fee \$304.50 Page 1 of 2 Lien JAREK HICZYPORUK Spokane County Washington

I COMPANY DATA DE LA SIGNA LA COLO LA COLO DEL C

Instrument Prepared By And Recording Requested By:

Jarek Niczyporuk P.O Box 426 Liberty Lake, Washington 99019

CLAIM OF LIEN

Washington RCW 60.04 et seq Filed in Spokane County

GRANTEE(S)

Jarek Niczyporuk ·

versus

GRANTOR(S)

Christian Filip Trust

Notice is hereby given that the person named below claims a lien pursuant to chapter 60.04 RCW. In support of this lien the following information is submitted:

1 THE LIEN CLAIMANT (Hereinafter "Claimant"):. Jarek Niczyporuk

2| DATE ON WHICH THE CLAIMANT BEGAN TO PERFORM LABOR, PROVIDED PROFESSIONAL SERVICES, SUPPLY MATERIALS OR EQUIPMENT:

04/13/2007

3! THE PARTY INDEBTED TO THE CLAIMANT:

Michelle Ghidotti, Esq., U.S. Bank Trust Nat'l Assn, LB-Igloo Series IV Trust,

SN Servicing Corporation

David Coats, Wilmington Savings Fund Society, FSB, Christiana Trust, 2005 Residential Trust 3-1,

4. THE PROPERTY AGAINST WHICH ALIEN IS CLAIMED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS:

LOT 3 BLOCK 4 OF THE ESTATES AT MEADOWWOOD A PLANNED UNIT DEVELOPMENT AS PER PLOT THEREOF RECORDED IN VOLUME 27 OF PLOTS, PAGE 51

1315 N Dunbarton Oaks Ln, Liberty Lake WA 99019 (Parcel ID: 55141.5503)

STATE OF WASHINGTON COUNTY OF SPOKANE ISS

in witness whereof, I hearting set my hand this 🚄

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 244 of 286

7387282 Page 2 of 2 12/04/2024 12:11:56 PM

5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS:

LOT 3, BLOCK 4, OF THE ESTATES AT MEADOWOOD, A PLANNED UNIT DEVELOPMENT AS PER PLAT THEREOF RECORDED IN VOLUME 27 OF PLATS, PAGE 51; IN THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, being in the Northeast quarter of Section 14, Township 25 North, Range 45 East, Williamette Meridian, on Spokane County, Washington; also described as:

Beginning of the southwest comer of lot 3 of the plat of The Estates of Meadowwood as recorded in book 27 of plats and page 52 records of Spokane County, Washington; thence north 89°08'01" West 144.09 feet to the southwest comer of said lot and the beginning of non-tangent curve concave and an arc length of 81.01 feet to the northwest corner of said lot; thence north 89°15'27" east 161.65 feet to the northeast corner of said lot; thence south 00°57'00 east 82.34 feet to the point of beginning, containing 12, 005 square feet, more or less.

6. NAME OF THE OWNER OR REPUTED OWNER:

Jarek Niczyporuk/ Christian Filip Trust

7. THE LAST DATE ON WHICH LABOR WAS:

PERFORMED; PROFESSIONAL SERVICES WERE FURNISHED, OR EQUIPMENT WAS FURNISHED:

04/04/2024

B. PRINCIPAL AMOUNT WHICH THE LIEN IS CLAIMED:

\$758,495.88

STATE OF: Washington

I, Jarek Niczyporuk, the undersigned, being of lawful age and being first duly swom upon oath, do state that I am the Claimant named herein, that I have read the foregoing Notice of Claim of Lien, know the contents thereof, and I have knowledge of the facts, and certify that based thereupon, upon my information and belief the foregoing is true and correct, and that I believe them to be true.

Signature: by brolow Viczyporch Signed By: 12 rek Niczyporch

A'CKNOWLEDGEMENT

Is the person who appeared before me, and said person acknowledged that he/she signed this instruction, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Claimant, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument, and that the corporation does not have a seal. In Witness Whereof I have hereunto set my hand and affixed my official seal this day and year first above written.

Given under my hand and official seal this date:

Notary Signature: Christ Pelles
Print Notary Name: Christ Pelles

NOTARY PUBLIC in and for the State of: Washington

Commission Expires: UMU 31. 2027

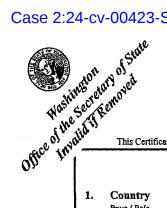
Notary Public State of Washington CHRISTI BELLES COMM. # 177806 MY COMM EXP. JULY 31, 2027



COUNTY OF SPOKANE ISS

| Violy M. Delton, Spokene County Auditor; do hereby certify that this forgoing document | the time and correct copy of the document nectived and recorded in my office. | I without the time of t

___ Deput



State of Washington

Secretary of State

This Certificate is not valid for use anywhere within the United States of America, its territories or possessions.

	Apostille
	(Convention de La Haye du 5 octobre 1961)
1.	Country Pays / Pais United States of America
	This public document
	Le présent acte public / El presente documento público
2.	has been signed by a été signé par JOSEPH D GRAY ha sido firmado por
3.	acting in the capacity of agissant en qualité de Deputy Auditor quien actúa en calidad de
4.	bears seal / stamp of est revêtu du sceau / timbre de Spokane Co. Auditor, state of Washington y está revistido del sello / timbre de
	Certified
	Attesté / Certificado
5.	at Olympia, Washington 6. the February 5, 2025
7.	by Steve R. Hobbs, Secretary of State, State of Washington
8.	Number sous nombre / bajo el Q22553454 número
9.	Sceal / stamp Sceau / timbre Sello / timbre Sello / timbre Sceau / timbre Signature: Firma: 10. Signature: Signature: Firma:

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears. This Apostille does not certify the content of the document for which it was issued.

This Apostille is not valid for use anywhere within the United States of America, its territories or possessions.

To verify the issuance of this Apostille, see: www.sos.wa.gov/corps/apostilles

This certificate does not constitute an apostille under the Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents for those countries that have neither ratified nor acceded to that Convention, and remains subject to additional applicable authentication requirements.

Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte public est rovêtu.

Cette Apostille ne certifie pas le contenu de l'acte pour lequel elle a été émise.

L'utilisation de cette Apostille n'est pas valable en/au États-Unis d'Amérique, ses territoires ou possessions.

Cette Apostille peut être vérifée à l'adresse suivante: www.sos.wa.gov/corps/apostilles

Esta Apostilla certifica unicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado, y en su caso, la identidad del sello o timbre del que el documento publico este revestido.

Esta Apostilla no certifica el contenido del documento para el cual se expedió.

No es válido el uso de esta Apostilla en Estados Unidos de América, sus territorios o posesiones.

Esta Apostille se puede verificar en la dirección siguiente: www.sos.wa.gov/corps/apostilles

ECF No. 6

filed 03/13/25 403 PageID.233

Page 187 of

09/15/2022 01:59:12 PM Recording Fam \$205.50 Page 1 of 3 Lien JRROSTLA RATUR MICZYPORIK Spokane County Washington

7239539

AND THE TREE TO THE PART OF THE PART HAT HE WITH THE THE PART OF THE PART HE P

Return to: Jaroslaw Artur Niczyporuk c/o PO Box 426 Liberty Lake Washington [99019]

SPOKANE COUNTY RECORDING
NOTICE OF CLAIM OF LIEN
as a Liability Attached to Described Property
demand to file for record

Lien Claimant: Lien Debtor:

Jaroslaw Artur Niczyporuk- Private- American National

JAREK NICZYPORÛK

Address of Property: Parcel ID:

1315 N Dunbarton Oaks Ln, Liberty, Lake WA 99019

55141.5503

Legal description:

1315 N Dunbarton Oaks Ln, LIBERTY LAKE, WASHINGTON, Parcel #55141.5503, in the county of SPOKANE, State of Washington, and more particularly described as follows:
LOT 3, BLOCK 4, OF THE ESTATES AT MEADOWWOOD, A PLANNED UNIT DEVELOPMENT AS PER PLAT THEREOF RECORDED IN VOLUME 27 OF PLATS, PAGE 51; IN THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, being in the Northeast quarter of Section 14, Township 25 North, Range 45 East, Willamette Meridian, on Spokane County, Washington; also described as:

Beginning of the southwest corner of lot 3 of the plat of The Estates of Meadowwood as recorded in book 27 of plats and page 52 records of Spokane County, Washington; thence north 89°08' 01" West 144.09 feet to the southwest corner of said lot and the beginning of a non-tangent curve concave to the west; thence northerly along the arc of said curve to the left having a radius of 176.00 feet and an arc length of 81.01 feet to the northwest corner of said lot; thence north 89°15'27" east 161.65 feet to the northeast corner of said lot; thence south 00°57'00" east 82.34 feet to the point of beginning, containing 12,005 square feet, more or less.

Document ID: HOMESTEAD CERTIFICATE NO. 699, BLM SERIAL NO. WASPAA 008315, updated by document Deed of Reconveyance #7236392;

UCC Financing Statement - 20222097989. - Colorado Secretary of State - Page 4 of 16

* 7 - 46° * 813].3

2.45点的特别的人的最级的餐

STATE OF WASHINGTON COUNTY OF SPOKANE SS

I; Vicky M. Dalton, Spokana County Auditor, do hereby certify that this foregoing document is a true and correct copy of the document received and recorded in my officer. In witness whereof, I hereunto set my hand this Vicky M DALTON, Spokara County Auditor

WASHINGTON

Name of Owner of Record on file with Spokane County, Washington: JAREK NICZYPORUK attached and made part of this Lien;

Description of Property against which a LIEN IS CLAIMED is as named and described above;

Lien Amount: Twelve Million Six Hundred Thousand (\$12,600,000) in lawful money of the United

NOTICE is hereby given that this Common Law Lien Claim is being filed in good faith as a lawful Lien Claim (as distinguished from equitable or statutory claim) upon and collectible out of personal and real property asset titled in the ESTATE NAME OF: JAREK NICZYPORUK, Debtor/Grantor as described in the above property description, and the SPOKANE County parcel ID document, by: Jaroslaw Artur Niczyporuk, Claimant/Grantee, a living man;

PERSONAL AND REAL PROPERTY: This claim shall operate in the nature of a "security" for the repair, maintenance, care taking and improvements during the period defined as TO THE POINT OF BEGINNING since April 13, 2007, for the performance of obligations related to property of all kinds;

This Common Law Lien is dischargeable only by Claimant, or by a Common Law Jury in a Court of Common Law and according to the rules of Common Law. It is not otherwise dischageable for One Hundred (100) years and cannot be extinguished due to the death of Claimant, or by Claimant's heirs, assigns, or executors;

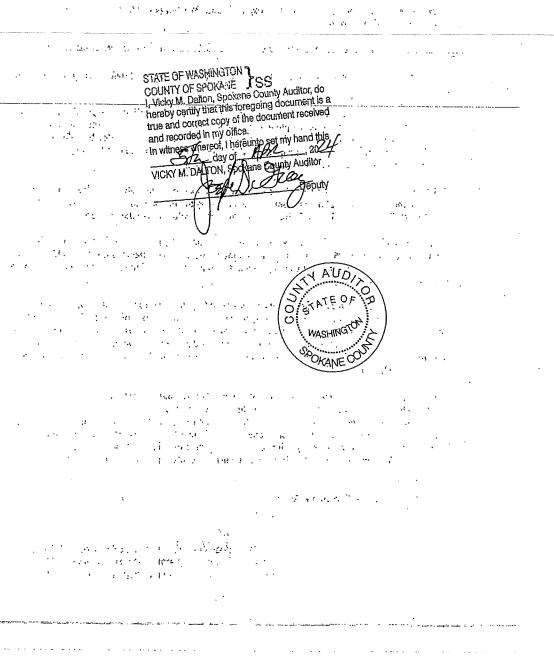
Common Law Lien definition: One known to or granted by the common law, as distinguished from statutory, equitable, and maritime liens; also, one arising by implications of law, as distinguished from one created by the agreement of the parties. It is a right extended to a person to retain that which is in his possession belonging to other, until the demand or charge of the person in possession is paid of satisfied. (Whiteside v. Rocky Mountain Fuel Co., C.C.A.Colo. 101 F2d 765,769.) (Emphasis added.) Black's Law Dictionary 6th Edition;

Demand is hereby and herewith made upon all public officials under penalty of Title 42, United States Code, Section 1986, not to modify or remove this Lieu in any manner. (This Lieu is not dischargeable for 100 years and cannot be extinguished due to Claimant's death or by Claimant's heirs, assigns, or executors.) Any Order, Adjudgment, or Decree issuing from a Court of Equity operating against to interfere or remove this At-Law legal lien claim would constitute direct abrogation/deprivation of Claimant's Washington State and United States Constitutionally guaranteed Rights.

Dated this day of September, 2022

> Nicry would Jaroslaw Artur Niczyporuk - Přivatě American National All Right Reserved - Without Prejudice - Without Recourse

UCC Financing Statement - 20222097989 - Colorado Secretary of State - Page 6 of 16



ECF No. 6

filed 03/13/25

PageID.237

Page 191 of

Case 2:24-cv-00423-SAB

. . . . UCC Financing Statement - 20222097989 - Colorado Secretary of State - Page 8 of 16

STATE OF WASHINGTON
COUNTY OF SPOKANE ISS
I, Vicky M. Deliton, spokene County Auditor, do
hereby certify that this foregoing document is a
true and correct copy of the document-received—
and recorded in my cilica.
In witensy whereof, I hareup to set my hand this
day of Auditor
VICKY M. DALTON, Spokate Dounty Auditor



7381859

11/01/2024 12:35:33 PM Recording Fee 5393.56 Page 1 of 41 RIJIdavil Spokane County Washington

Return Address:
Agnieszke Niczyponh-Tmitee
2600 E Settiu Way
Ste H # 1007
Port Falls, 1.D 83854

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)	
Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in) Afficiant of Misconskut and Documentable 3. From of Title for Real Propary	
3. Fround of Title for Real Proporty	
Reference Number(s) of Documents assigned or released:	
Additional reference #'s on page of document	
Grantor(s) Exactly as name(s) appear on document	
1. Agnieszka Niczyporuk - Imutee	
2,	
Additional names on page of document.	
Grantee(s) Exactly as name(s) appear on document	
1. Agnieszka Niczyponuk-Inultee	
2	
Additional names on page of document.	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)	
Lot 3, Block 4 of the Estates of Meadownood, a planned wint development	
a per phat shoref recorded in volume 21 of plats, appe 51 in the why of Spotone	
a per that theref recorded in volume 21 of plats, gave 31 in the uty of Systems. Additional legal is on page of document. Library Lake, Sponsole County, and emigrate process of SE141, S.503	
Assessor's Property Tax Parcel/Account Number Assessor Tax # not yer	
assigned 55 141. 5503	
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	
"I am signing below and paying an additional S50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."	
lon! Hith Nylla - Indic MI Rights Percent gnature of Requesting Party	
Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements	



7381859 Page 2 of 41 11/01/2024 12:35:33 PM

OF MISREPRESENTATION, MISCONDUCT AND DOCUMENTATION FRAUD ON TITLE FOR REAL PROPERTY LOCATED AT 1315 N Dunbarton Oaks Lane, Liberty Lake, WA 99019 Parcel #55141.5503

- I, Agnieszka Niczyporuk, as Trustee of the Christian Filip Trust Common Law Trust, affirms under the penalty of perjury that:
- I am the lawful Trustee of the Christian Filip Trust, Constitutional Sovereign Irrevocable Common Law Trust, protected by Article 1, Section 103, of the 1787 Constitution and the title owner of the real property located at:

Lot 3, Block 4 of the Estates at Meadowood; a planned unit development as per plat thereof recorded in volume 27 of plats, page 51; in the City of Liberty Lake, Spokane County, Washington, Parcel #55141.5503

aka 1315 N Dunbarton Oaks Lane, Liberty Lake, Washington [99019]

- This affidavit is based upon my personal knowledge, information and belief.
- I affirm on February 25, 2008, Jaroslaw "Jarek" Niczyporuk, and Agnes Niczyporuk, husband and wife, allegedly executed a Promissory Note and Deed of trust in favor of COUNTRYWIDE BANK, FSB1 in the amount of \$471,000.00.
- I affirm on April 27, 2009, COUNTRYWIDE BANK, FSB changed its name to Centennial Bank, FSB simultaneously, COUNTRYWIDE BANK, FSB transferred its assets to

On August 29, 1990, COUNTRYWIDE BANK, FSB began as Treasury Bank located in Washington, DC. and after a couple of other name changes, the entity took on the name COUNTRYWIDE BANK, FSB on September 6, 2005. On March 12, 2007, Countrywide Bank changed from a National Bank to a Federal Savings Bank (FSB) thereby changing its name from Countrywide Bank, NA to COUNTRYWIDE BANK, FSB.

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 258 of 286

7381859 Page 3 of 41 11/01/2024 12:35:33 PM

one or more institutions including Bank of America, NA and then ceased to exist with its charter being discontinued. COUNTRYWIDE BANK, FSB did not fail.

- I affirm there is no evidence of record Niczyporuk's February 25, 2008, promissory note and deed of trust were ever assigned, sold, delivered or transferred prior to COUNTRYWIDE BANK, FSB transferring its assets on or about April 27, 2009, to any entity, including Bank of America before ceasing to exist,
- I affirm there is no evidence of record Niczyporuk's original promissory note and deed of trust were lawfully assigned, delivered, sold or transferred to Bank of America or BAC Home Loans Servicing, LP.
- 7. I affirm the debt buyer purporting to be "the current creditor" in Jaroslaw and Agnes Niczyporuk's separate bankruptoy cases filed in the Eastern District of Washington Court is U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF LB-IGLOO SERIES IV TRUST ("LB-Igloo Trust").
- I affirm "LB-Igloo Trust" through its counsel David Coats of Ghidotti Berger, LLP filed a false proof of claim attaching recorded documents as prima facie evidence listed in this affidavit.
- I affirm LB-Igloo Trust is a debt collecting security and/or derivative lacking the legal authority to enforce a promissory note and there is no evidence of record the mortgage loan and/or promissory note was lawfully transferred from the original lender, Countrywide Bank, FSB, to entity pursuant to Article III laws.
- I affirm according to the Securities and Exchange Commission (SEC) LB-IGLOO SERIES IV TRUST is not registered.

7381859 Page 4 of 41 11/01/2024 12:35:33 PM

- 11. I affirm according to Delaware's Secretary of State, LB-IGLOO SERIES IV TRUST formed on January 15, 2021, as a statutory trust under file number 4745938. The registered agent is U.S. Bank Trust National Association. (Exhibit A) This is contradictory from the name listed on the false Proof of Claim. The false Proof of Claim states U.S. Bank Trust NA is the Trustee offering no evidence of such.
- 12. I affirm the false Proof of Claim exhibits include an unrecorded FFA Streamline Solicitation Loan Modification Agreement dated June 15, 2016² in the "unpaid principal balance" of \$500,000.
- I affirm there is recorded Loan Modification Agreement dated July 17; 2019³ with the "unpaid principal balance" of \$580,683.33.
 - 14. I affirm the original promissory note was in the amount of \$417,000.00
- 15. I affirm there is no evidence with the false proof of claim or recorded with the County of Spokane's Recorder's office these prior parties had the legal authority to modify that Promissory Note.
- 16. I affirm, attached as Exhibit B, is a timeline of the documents recorded with the Spokane County Recorder's office and findings that prove the prima facie evidence attached to the Proof of Claim are fabricated, forged and fraudulent by various parties proving David Coats, the authorized agent for the alleged "current creditor" filed a fraudulent Proof of Claim and subject to the penalties provided by 18 U.S.C. §§ 152, 157, and 3571.

3 This loan modification fails to mention the prior modification.

STATE OF

TATE OF WASHINGTON COUNTY OF SPOKENE ISS
VICKY M. Dalton, Spokane County Auditor, do hereby certify that this forgoing to the add correct copy of the document received and recorded to my office a true and correct copy of the document received and recorded to my office.

ICKY M. DALTON, Spokane County Auditor

___ Deputy

² This loan modification was executed under duress. Just prior to this modification Jaroslaw and the co-borrower, Agnes, had attempted to mediate with BANA and by the third meeting BANA failed to appear or direct for a replacement to continue in good faith the mediation. On April 7, 2014, the Mediator filed a "Not in Good Faith" Certificate against BANA. They could not produce the original wet-inked promissory note.

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 262 of 286

7381859 Page 5 of 41 11/01/2024 12:35:33 PM

First Assignment of Deed of Trust attached to Proof of Claim as prima facia evidence

- 17. I affirm on February 2, 2011, Northwest Trustee Services, Inc. fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" (Inst#5976209) dated to January 28, 2011. This instrument states MERS as nominee for "lender" is the assignor with no reference to Countrywide Bank, FSB.
- 18. I affirm the "assignment" purports to grant, convey, assign and transfer a "certain deed of trust" to BAC Home Loans Servicing, LP.
- 19. I affirm Jeff Stenman purports to execute this instrument on January 28, 2011, in King County, WA as the Vice President of MERS as nominee of Lender.
- 20. I affirm according to Jeff Stenman's LinkedIn profile, he was Vice President/Director of Operations of Northwest Trustee Services, Inc. from 1996 to 2016. (Exhibit C)
- 21. I affirm there is no evidence presented with the false proof of claim that Stenman had the authority to execute a document for MERS. MERS was a member only tracking company for mortgage companies and servicers. MERS never owned or held any original promissory notes. Thereby, unable to lawfully transfer a promissory note it did not hold alone or on behalf of any entity or person. This instrument was intentionally and willfully fabricated two years after the original lender. Countrywide Bank, FSB, ceased to exist. This alleged assignment is therefore fabricated, forged and fraudulent. Every assignment and loan modification filed subsequent is also fabricated, forged and fraudulent.
- 22. I affirm on February 2, 2011, an instrument titled "Resignation & Appointment of Successor Trustee" was recorded in the Spokane County Recorder's office (Inst #5976210) naming Northwest Trustee Services, Inc. as successor Trustee.

SETATE OF

STATE OF WASHINGTON COUNTY OF SPOKANE)SS

Vicky M. Dallon, Spokane County Auditor, do hereby certify that this forgoing document is a true and correct copy of the document received and recorded in my office.

in witness whereof, I hearunto set my hand this VICKY M. DALTON, Spokane County Auditor

Deputy

7381859 Page 6 of 41 11/01/2024 12:35:33 PM

23. Despite the first Assignment being fabricated, forged and fraudulent with nothing after it having any authority to assign, transfer, convey or deliver the original promissory note and deed of trust, Jaroslaw Niczyporuk will highlight the elements of willful and intentional fraud by the parties that followed who are merely debt collectors willfully and intentionally to cloud the subject property's title and bias the judiciary against Jaroslaw Niczyporuk.

Second Assignment of Deed of Trust attached to false Proof of Claim as prima facia evidence

- 24. I affirm on September 16, 2011, Bank of America, NA fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" in the Spokane County Recorder's office (Inst #5028529) dated to September 12, 2011. This instrument states MERS is the assignor with no reference to BAC Home Loan Servicing, LP.
- 25. I affirm the "assignment" purports to grant, convey, assign and transfer a "certain deed of trust" to Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loan Servicing, LP4.
- 26. I affirm Swarupa Slee purports to execute this instrument on September 13, 2011, in Ventura County, CA as the Assistant Secretary of MERS. Slee is a well-known robo-signer for Bank of America. There is no evidence that Slee had the authority to execute a document for MERS.
- 27. I affirm according to Steeg's resume posted on her LinkedIn profile, she was employed by Bank of America, NA in California as a Mortgage Service Release/MLO-Sr. Post-Closing Specialist and notary between 2011 and 2014. (Exhibit D) This instrument was

STATE OF WASHINGTON COUNTY OF SPOKANE ISS

SATE OF UNday M. Dalton, Spokane County Auditor, do hareby is a true and correct copy of the document received and in witness whereof, I hearunto set my hand this VICKY M. DALTON, Spokane County Auditor

On June 24, 2011, the Comptroller of the Currency Administrator of National Banks approved the merger of BAC Home Loans Servicing, LP (Plano, TX) into Bank of America, NA (Charlotte, NC). Exhibit_

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 268 of 286

7381859 Page 7 of 41 11/01/2024 12:35:33 PM

intentionally and willfully fabricated by Bank of America, NA for BAC Home Loans Servicing, LP months after the merger.

Third Assignment of Deed of Trust attached to false Proof of claim as prima facia evidence

- 28. I affirm on June 1, 2015, BSI Financial Services fabricated and forged an instrument titled "Assignment of Deed of Trust" was presented as evidence in court but not recorded in the Spokane County Recorder's office. This instrument states Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loan Servicing, LP is the assignor by its attorney in fact, Servis One, Inc. dba BSI Financial Services fdba BSI Financial Services, Inc.
- I affirm the "assignment" purports to grant, convey, assign and transfer a "certain deed of trust" to Ventures Trust 2013-I-H-R by MCM Capital Partners, LLC, its Trustee.
- I affirm Justin Wenk purports to execute this instrument on June 1, 2015, in Montgomery County, MD as Vice President of the attorney in fact, Service One, Inc., dba BSI Financial Services FDBA BSI Financial Services, Inc. According to Justin Wenk's Linkedin profile, he was employed by BSI Financial Services from 2010 to 2018 as Vice President/Branch Manager. (Exhibit E)

Fourth Assignment of Deed of Trust attached to proof of claim as prima facia evidence

I affirm on October 31, 2017, Meridian Asset Services, Inc. fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" in the Spokane County Recorder's office (Inst #6655106) dated October 9, 2017. This instrument states Ventures Trust 2013-I-H-R by MCM Capital Partners, LLC, its Trustee is the assignor.

persof. I hearunto set my hand this

7381859 Page 8 of 41 11/01/2024 12:35:33 PM

- 32. I affirm the "assignment" purports to transfers and assigns the deed of trust and certain notes a Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as Trustee for Ventures Trust 2013-I-H-R. Notably, this assignment states nothing about the preceding unrecorded loan modification.
- 33. I affirm Matthew Krueger purports to execute this instrument on October 9, 2017, in Pinellas County, FL as Vice President of the attorney in fact, Meridian Asset Services, Inc., for Ventures Trust 2013-I-H-R by MCM Capital Partners, LLLP fka MCM Capital Partners, LLC, its trustee. According to Matthew Krueger's LinkedIn profile, he was employed by Situs AMC⁵ at the time this instrument was executed. (Exhibit F)

Fifth Assignment of Deed of Trust attached to Proof of Claim as prima facia evidence

- 34. I affirm on October 31, 2017, Meridian Asset Services, Inc. fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" in the Spokane County Recorder's office (Inst #6655107) dated October 20, 2017 immediately after the previous "assignment". This instrument states Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as Trustee for Ventures Trust 2013-I-H-R is the assignor.
- 35. I affirm the "assignment" purports to transfers and assigns the deed of trust and certain notes a Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as Trustee for Hilldale Trust. Notably, this assignment states nothing about the preceding unrecorded loan modification.

Loan modification attached to Proof of Claim as prima facia evidence

ANTE OF

OUNTY OF SPOKANE)SS Vicky M. Datton, Spokane County Auditor; do hereby certify that this forgoing a true and correct copy of the document received and recorded in my.office

ICKY M. DALTON, Spokane County Auditor

_ Daputy

⁵ SitusAMC purchased Meridian in 2019.

7381859 Page 9 of 41 11/01/2024 12:35:33 PM

36. I affirm though the copy attached to the Proof of Claim does not present a County Recorder's stamp, there is a Loan Modification Agreement recorded in the Spokane County Recorder's office on September 5, 2019 (Instr #6839105). The alleged Loan Modification Agreement is dated July 17, 2019 and between Jarek Niczyporuk and Agnes Niczyporuk⁶ and Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as Trustee for Hilldale Trust. This "agreement" alleges to modify the original note's terms with no reference to the unrecorded modification.

- 37. I affirm there is a "received date from Fay Servicing, LLC on July 30, 2019". There is no evidence of records involving Fay Servicing, LLC or why they would receive this alleged loan modification. Though Fay Servicing is a very well-known GSE servicer who would have the authority to modify a loan held by a GSE.
- 38. I affirm there is no evidence of record who authorized Wilmington Savings Fund Society, FSB dba Christiana Trust, as trustee for Hilldale Trust (a securities) to offer a Loan Modification Agreement, or who was the Holder of the original Promissory Note and Deed of trust on July 23, 2019.
- 39. I affirm the Trusts do not have legal authority to file a claim on behalf of itself or its stockholders. There is no contract by permission and consent between the homeowners and the original lender, Countrywide Bank, FSB to convert their Promissory Note into a security to be traded.

Sixth Assignment of Deed of Trust attached to Proof of Claim as prima facia evidence

TATE OF

STATE OF WASHINGTON COUNTY OF SPOKANE ISS I Vicky M. Delton, Spokene Count

! Vicky M. Delton, Spokane County Audior; do hereby certify that this forgoing document is a true and correct copy of the document received and recorded in my office.

In witness whereof, I hearunto set my hand the VICKY M. DALTON, Spokane County Auditor

Deput

⁶ Jarek is not the debtor's legal name and Agnes' last name is incorrectly spelled

7381859 Page 10 of 41 11/01/2024 12:35:33 PM

- I affirm on May 26, 2020, Meridian Asset Services, Inc. fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" in the Spokane County Recorder's office (Inst #6923292) dated May 7, 2020. This instrument instructs to be inserted immediately preceding the Assignment recorded on 09/16/2011 as Instrument #6028529, (This is between the 1st and 2nd assignments of the prima facia evidence presented in this Proof of Claim)7
- . 41. I affirm this instrument states Bank of America, NA successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP is the assignor.
- I affirm the "assignment" purports to transfers and assigns the deed of trust and certain notes to MERS, as designated nominee for Countrywide Bank, FSB, beneficiary of the security instrument.

Seventh Assignment of Deed of Trust attached to Proof of Claim as prima facia evidence

- I affirm on May 26, 2020, Meridian Asset Services, Inc. fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" in the Spokane County Recorder's office (Inst #6923293) back dated to February 20, 2020. This instrument is recorded immediately after the preceding Assignment.
- I affirm this instrument states Wilmington Savings Fund Society, FSB dba Christiana Trust, as trustee for Hilldale Trust (a securities) is the assignor.
- I affirm the "assignment" purports to transfers and assigns the deed of trust and certain notes to DLJ Mortgage Capital, Inc.

Appointment of Successor Trustee NOT filed as Prima Facie Evidence

⁷ There is no assignment memorializing the merger of BAC Home Loans Servicing, LP, a wholly owned Bank of America subsidiary to Bank of America, NA after June 24, 2011.

7381859 Page 11 of 41 11/01/2024 12:35:33 PM

- 46. I affirm on June 10, 2022, SN Servicing Corporation fabricated, forged and recorded an instrument titled "Appointment of Successor Trustee" dated May 10, 2022 (Instr # 7214628).
- I affirm the instrument states that SN Servicing Corporation the attorney in fact for U.S. Bank Trust NA as trustee for LB-Igloo Series IV Trust named Michelle R. Ghidotti, Esq and the appointed successor trustee for the subject deed of trust.

Eight Assignment of Deed of Trust attached to Proof of Claim as prima facia evidence

- 48. I affirm on September 23, 2022, Meridian Asset Services, Inc. fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" in the Spokane County Recorder's office (Inst #7241473) dated to September 15, 2022.
 - I affirm this instrument states DLJ Mortgage Capital is the assignor.
- I affirm the "assignment" purports to transfers and assigns the deed of trust and certain notes to U.S. Bank Trust, NA, as Trustee of the LB-Igloo Series IV Trust. The assignee provides an address of 7114 E Stetson Drive, Scottsdale, AZ 85251. This address is the home of Balbec Capital, LP, a global private investment firm with expertise in sourcing alternative credit investments, with a focus on obligors or assets in bankruptcy proceedings. This makes the assignor a debt collector by definition of the FDRCPA laws.
- I affirm Susan Fellows purports to witness the execution of the instrument and Karrey Green purports to notarize the instrument on September 15, 2022 in Salt Lake City, UT.

Ninth Assignment of Deed of Trust NOT attached as prima facia evidence

7381859 Page 12 of 41 11/01/2024 12:35:33 PM

- 52. I affirm on March 17, 2023, Meridian Asset Services, Inc. fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" in the Spokane County Recorder's office (Inst #7273312) dated to February 21, 2023. (Exhibit G)
- 53. I affirm this instrument duplicates the previous "assignment". The differences are a different executor but Susan Fellows again witnesses the execution of the instrument and Karrey Green again purports to notarize the instrument.
- 54. I affirm the other difference from the previous instrument is the small notation in the bottom left-hand corner of the assignment 3257845 OHA1142 18272350. This is a pooling sale indicator. The loan number is 3257845 as stated in the upper left-hand corner of the document. OHA1142 is the seller indicator. OHA is Oak Hill Advisors another private investment firm much like Balbec Capital and 18272350 is the number related to the pool of loans sold.
- 55. I affirm the false Proof of Claim was filed on August 6, 2024, over a year after this duplicated assignment was recorded with the indicator of another debt collector investment firm sold the debt only.
- 56. I affirm on August 22, 2024, Coats filed a Motion for Relief from Stay in Jaroslaw Niczyporuk's bankruptcy case as attorney for the movant, U.S. Bank Trust, N.A., as Trustee of LB-Igloo Series IV Trust. When fact, Coats had not established an attorney-client relationship by filing the required Notice of Appearance pursuant to FRBP Rule 9010(b). Therefore, the Motion was filed unlawfully.
- 57. I affirm on August 26, 2024, Jaroslaw Niczyporuk filed his objection to Proof of Claim 2-1 filed by David Coats, Esq. of Ghidotti Berger, LLP as authorized agent at the time for either SN Servicing or U.S. Bank Trust, N.A., as Trustee of LB-Igloo Series IV Trust (ECF Doc. #45). The relationships were not clear.

ATE OF

COUNTY OF SPOKANE)SS

Vicky M. Dalton, Spokane County Auditor, do hereby certify that this forgoing document is a true and correct copy of the document received and recorded in my office.

n witness whereof, I hearunto set my hand this NCKY M. DALTON, Spokene County Auditor

Deputy

7381859 Page 13 of 41 11/01/2024 12:35:33 PM

- 58. I affirm on August 26, 2024, Niczyporuk filed his Motion to Quash David Coats, Esq's Objection to Confirmation on the basis Coats had not filed the required Notice of Appearance as counsel for U.S. Bank Trust, N.A., as Trustee of LB-Igloo Series IV Trust (ECF Doc. #47).
- 59. I affirm on September 3, 2024, Coats complied with FRBP Rule 9010(b) and filed his Notice of Appearance stating he is attorney of record for U.S. Bank Trust, N.A., as Trustee of LB-Igloo Series IV Trust. (BCF Doc. #54)
- 60. I affirm on September 4, 2024, a hearing for the Confirmation of Plan and Motion to Quash was held. The court denied the Motion to Quash. Niczyporuk objected to the Motion for Relief from Stay in open court wherein the Court set the hearing for October 9, 2024.
- 61. I affirm on September 4, 2024, after the hearing Niczyporuk object to the Motion for Relief from Stay in open court with the court setting a hearing, Coats "represented to the Court" by filing a Declaration of No Objections to his Motion for Relief from Stay. (ECF entry 59 no hyperlink to inspect the document). This is perjurious.
- 62. I affirm on September 13, 2024 Coats (who represents the same party in the co-borrower/spouse, Agnes Niczyporuk's bankruptcy case (#23-00329-FPC7)), was served her pro per Motion for Relief of Judgement (ECF Doc. #143). The Motion was timely filed pursuant to Rule 60 of the Federal Rules of Civil Procedure and based on the fact that Agnes Niczyporuk's Proof of Claim⁸ also was never heard before Judge Frederick P. Corbit enter the Order Granting the Motion for Relief from Stay. That hearing is pending.
- 63. I affirm on September 13, 2024, in the instant case the Court entered an Order Granting the Motion for Relief from Stay (ECF Doc.#65) prior to the hearing taking place.
- 64. I affirm on September 17, 2024, the Court vacated the Order Granding the Motion for Relief from Stay (ECF Doc. #67)
- 65. I affirm on September 24, 2024, Niczyporuk filed his statement for the record regarding the hearing on the Motion for Relief from Stay (ECF Doc #69)

Agnes was represented by counsel, Scott D. Stafne, at the time. Mr. Stafne also neglected to fiduciary duty by not cassuring the Objection to Proof of Claim he filed was heard by the court. Therefore, is also guilty of infringing on Agnes' Constitutional rights to due process. Since, Agnes has substituted herself as pro per Debtor.

7381859 Page 14 of 41 11/01/2024 12:35:33 PM

- #70) The Lis Pendens was filed with the county recorder's office stating Coats had filed a Motion for In Rem Relief from Stay and Co-Debtor Stay regarding the subject property located at 1315 N. Dunbarton Oaks Lane, Liberty Lake, Washington 99019. This abnormal and, quite frankly, malicious act by Coats was done with intentional malfeacance to prejudice the integrity of the subject property's title. Coats was lawfully noticed of the Objection to the Proof of Claim he filed as an agent for his now client, U.S. Bank Trust, N.A., as Trustee of LB-Igloo Series IV Trust. He is aware of the allegations of documentation fraud, penjury and misconduct in Niczyporuk's objection, yet continues to represent his client. A direct violation of the Washington Rules of Professional Conduct Rule 1.13 (Organization as a client), a lawyer for the organization must act in the best interest of the organization and if he or she knows that, "...an officer, employee or other person associated with the organization is engaged in action, intends to act or refuses to act in a matter...that is "...a violation of the law..." must refer the matter to "...[higher authority or] proceed as is reasonably necessary in the best interest of the organization."
- 67. I affirm on September 24, 2024, the hearing on the Motion for Relief from Stay was held in the instant case. Judge Prederick P. Corbit took the matter under advisement. It should be noted that the Motion for Relief from Stay was filed <u>before</u> Coats filed his Notice of Appearance which he only did <u>after</u> Niczyporuk challenged Coat's filings as an agent for the alleged creditor and not as a noticed counsel. Therefore, the Motion should have been denied.
- 68. I affirm on September 30, 2024, Niczyporuk filed his Notice of Hearing for his Objection to Proof of Claim 2-1. (ECF Doc. #75)
- 69. I affirm on September 30, 2024, knowing the Objection to the Proof of Claim has not been heard and there are serious allegations of intention fraud and malfeasance in both the instant case and the co-debtor's case, Judge Frederick P. Corbit violated his oath to uphold the superior law of this land, the organic Constitution of the united States of America and granted Coats Motion for Relief from Stay. (BCF Doc. #73)

TATE OF

STATE OF WASHINGTON
COUNTY OF SPOKANE ISS
I Victy M. Dalton, Spokane County Auditor, do hereby certify that this forgoing document
is a true and correct copy of the document received and psecorded in my office.
In Witness whereof, I hearunto set my hand this 151 day of 1000, 200

7381859 Page 15 of 41 11/01/2024 12:35:33 PM

- I affirm on October 15, 2024, Jaroslaw Niczyporuk filed his Notice of Appeal and Statement of Election regarding the Court's Order Granting the Motion for Relief from Stay. (ECF Doc. #92) The case number is 24-cv-00356.
- I affirm on September 24, 2024, David Coats filed a Lis Pendens and his Motion for In-Rem Relief from Stay and Co-Debtor in Jaroslaw Niczyporuk bankruptcy case.
- I affirm this is a willful and intentional act of David Coats to prejudice and further cloud title to the subject property and bias the courts.

I affirm this \ day of Novem \w2024, under the penalties of perjury under the laws of Washington State and united States of America, which may include a fine or imprisonment, that the foregoing is true, and I under that this document may be filed in an action or proceeding in a court of law.

Trustee for Christian Filip Trust Constitutional Common Law Trust

November Sworn to before me this ___ day of October 2024.

Notary Public State of Washington CHRISTI BELLES COMM. # 177806

unty Auditor, do hereby certify that this forgoing document

Office of the national first for the season of the season

Sello / timbre

UNITED STATES BANKRUPTCY COURT **Eastern District of Washington**

I do hereby certify that this is a true, correct and full copy of the original document on file.

Brian M. Sheehan, Clerk

State of Washington By: Tiffany James, Deputy Clerk

Secretary of State

1:06 pm, Mar 13, 2025

This Certificate is not valid for use anywhere within the United States of America, its territories or possessions.

Apostille (Convention de La Haye du 5 octobre 1961) Country United States of America Pays / Pais This public document Le présent aute public / El presente documento público has been signed by YYONNE E TERZENBACH a été signé par ha sido firmado por acting in the capacity of Deputy Auditor agissant en qualité de quien actos en calidad de bears seal / stamp of Spokane Co. Auditor, state of Washington est revêtu du sceau / timbre de y está revistido del sello / timbre de Certified Attesté / Certificado 6. the 5. at Olympia, Washington February 5, 2025 le / el dia À/en by Steve R. Hobbs, Secretary of State, State of Washington per/por Number 022555951 sous nombre / baio ol número Seal / stamp 10. Signature: the R Holle Signature: Scent / timbre

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears.

This Apostille docs not certify the content of the document for which it was issued.

This Apostille is not valid for use anywhere within the United States of America, its territories or possessions. To verify the issumor of this Apostille, see: www.sas.wa.sov/corns/sportilles

This certificate does not constitute an sportific under the Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents for those countries that have natified nor second to that Convention, and remains subject to additional applicable authentication redarements

Cette Apostille atteste uniquement la véracité de la signature, la quellié en laquelle le signataire de l'acte a agi et, le cas échéant,
l'identité du socau ou timbre dont cet acte public est revêtu.

Cette Apostille ne certifie pas le contenu de l'acte pour lequel elle a été émise.
L'utilisation de cette Apostille n'est pas valable en/es fixais-lints d'Amérique, ses territoires ou possessions.

Cette Apostille peut être vérifée à l'adresse saivante; <u>www.nos.wa.nov/cons/apostilles</u>

Esta Apostilla certifica unicamenta la succerficicidad de la firma, la culidad en que el algunatario del documento haya actuado, y en su caso, la identidad del sello o timbro del que el documento publico esto revestido.

Esta Apostilla no certifica el contentio del documento para el cual se expedid.

No es válido el uso do esta Apostilla en Estados Unidos de América, sus territorios o posesiones.

Rata Apostilla se puede verificar en la dirección siguiente: non se vaca va so o/constanostillas

403

Attachment #: 5

Collateral Statement

File name: Collateral Statement A.pdf

Uploaded: 02/21/2025 11:32:45 PM

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 143 of 286

Collateral statement:

All property of the DEBTOR now belongs to the Secured Party—Christian Filip Trust NonStatutory Irrevocable Pure Trust ("Trust") through the purchase money security interest ("PMSI") of
Equity 15 USC § 1—28 USC § 1585, for Granted land at 1315 N Dunbarton Oaks Lane, Liberty Lake,
WA 99019, Parcell No. 55141.5503, 18 years of equitable labor value of Two million seven hundred
thousand dollars or Public Credits—\$2,700,000.00 dollars/Credits, from the required contractor's
Surety performance bond and/or "Payment" Labor bond or both; together they are listed and traded
as a Fidelity Bond. ALL DEBTORS, misrepresented mortgage-backed securities transactions (MBS) based
on a non-existent mortgage obligation, violating the Securities Exchange Act of 1934 (15 U.S.C. § 78j(b)
(28 USC 1585) and SEC Rule 10b-5, 12 USC § 95a (2) —12 USC § 411—15 USC §§ 1-7—18 U.S.C. §§
1961-1968 (RICO), 18 U.S.C. §§ 241, 242, 1341, 1343, 1951, 1956, 1957, 157., Title 42 §§ 1983-1986
Title 46 USC 31343, and Violation of Washington state constitutional land rights Article 1 section 3,
United States Constitutional land rights Fifth Amendment. See attached Collateral
Documents****Notice to Agent is Notice to Principle Notice to Principle is Notice to Agent***

UCC Financing Statement - 20252016469 - Colorado Secretary of State - Page 34 of 34

Case 2:24-cv-00423-SAB	ECF No. 6	filed 03/13/25 403		
			, «	· ·····
·				
•				•
		CORRECT CO	HIS DOCUMENT IS A TRU DPY OF THE ORIGINAL O RECORD IN MY OFFIC	N FILE
		•	MAR 1 1 2025	
		TIMOTHY W. F	TIZGERALD, COUNTY C	LERK

TRUSTOR: JAREK NICZYPORUK and AGNES NICYPORUK

Pursuant to the requirements contained in Section 208-620-935(2) of the Washington Administration Code, you are hereby provided notice that the Trustee's Sale of the below-referenced property under Deed of Trust recorded on 3/5/2008 as document no. 5648663 in book page, official records of Spokane County, Washington, was conducted 12/20/2024 at 10:00 AM.

Property commonly known as: 1315 North Dunbarton Oaks Lane , Liberty Lake, Washington 99019

Sale location: At the South entrance Spokane County Courthouse, 1116 West Broadway Avenue, Spokane

> Prestige Default Services, LLC 1920 Old Tustin Ave. Santa Ana, California 92705 Phone: 949-427-2010



23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 148 of 286

ECF No. 6

filed 03/13/25 403

PageID.278

Page 232 of

P.O. Box 23159 San Diego, CA 92193-3159

IMPORTANT INFORMATION ENCLOSED



(11) 969 0024 8897 9854 7

Mailed On: 12/20/2024

ClientiD: Prestige000402 FC Reference Number: 22-6759

Order Number: 0047181-01

Jaroslaw Artur Niczyporuk PO Box 426 Liberty Lake, WA 99019

յ<u>իկիկիրովիրուկի</u>ները կրդիրիկություններ

GenericAddressInsert.doc

Rev. 12/19/2018

State of Washington

Secretary of State

This Certificate is not valid for use anywhere within the United States of America, its territories or possessions.

Office of the Secretary of Ed Apostille (Convention de La Haye du 5 octobre 1961) Country United States of America Pays / País This public document Le présent acte public / El presente documento público has been signed by a été signé par ha sido firmado por CHRISTI BELLES acting in the capacity of agissant en qualité de Notary Public, state of Washington quien actúa en calidad de bears seal / stamp of est revêtu du sceau / timbre de CHRISTI BELLES y está revistido del sello / timbre de Certified Attesté / Certificado 5. at the Olympia, Washington February 5, 2025 å/en le / el día 7. by Steve R. Hobbs, Secretary of State, State of Washington par / por Number E22599985 sous nombre / bajo el número Seal / stamp Signature: Signature: Sceau / timbre Firma: Sello / timbre

> This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears.
>
> This Apostille does not certify the content of the document for which it was issued.
>
> This Apostille is not valid for use anywhere within the United States of America, its territories or possessions. To verify the issuance of this Apostille, see: www.sos.wa.gov/corps/apostilles

This certificate does not constitute an apostille under the Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents for those countries that have neither ratified nor acceded to that Convention, and remains subject to additional applicable authentication requirements.

Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte public est revêtu.

Cette Apostille ne certifie pas le contenu de l'acte pour lequel elle a été émise. L'utilisation de cette Apostille n'est pas valable en/au États-Unis d'Amérique, ses territoires ou possessions. Cette Apostille peut être vérifée à l'adresse suivante: www.sos.wa.gov/corps/apostilles

Esta Apostilla certifica unicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado, y en su caso, la identidad del sello o timbre del que el documento publico este revestido.

Esta Apostilla no certifica el contenido del documento para el cual se expedió. No es válido el uso de esta Apostilla en Estados Unidos de América, sus territorios o posesiones. Esta Apostille se puede verificar en la dirección siguiente: www.sos.wa.gov/corps/apostilles

Notice is Notice to Principle Notice to Principle is Notice to Agent to Agent Applicable to all Trustee---Successors—and Assigns Silence is Acquiescence, Agreement, Dishonor This is a self-executing Contract

It has come to my attention that on April 09, 2007 and 2008 refinance, that I did not have my payment payoff contracts notarized with COUNTRYWIDE HOME LOANS INC and any other Successors Assigns or Trustees, to keep me in compliance with the Apostille Hague Treaty of Octobre 5, 1961.

- Pursuant to: Washington State Constitution Article 1—Declaration of Rights section 3—RCW 1.308—RCW62A.1-308 Reservation of Rights—RCW 62A.3-104 Negotiable Instruments—RCW 6.13 Abandoned Homestead Act—RCW 7.100—RCW 65.08.090 Letter Patent—RCW 60.04—Claim of Lein—RCW 84.04.090—WAC 458-12-010—WAC 458-12—RCW 9A.82.045 Fair Debt Collections Act Congressional Fair Debt Collections Act 1592—RCW 9A82 Criminal Profiteering Act. Authenticated under the seal of the notary of the republic State of Washington to keep, in Compliance with Federal Rules of Evidence-Authentication of Records Rule 901 (7) (a) (b) 902 (4) (8).
- On February 5, 2025, this contract was presented to the Secretary of State of WASHINGTON a
 "Republic" to keep me in compliance with the Federal Rules of Evidence-Authentication of
 Records Rule 901 (7) (a) (B)—La Hayu Treaty 5 Octobre 1961—The property sits inside a Trust.

Documents Notarized by Notary for Apostille Authenticity of signatures and the capacity of the American-Man/Woman who signed the public document along with the public seal or stamp which the public document bears.

- 1) Deed of Trust Recorded #5648663,
- 2) Promissory Note Recorded #5648663,
- 3) Updated Heir to land Patent RCW 65.08.090 Patent number 699,
- 4) Special Warranty Deed Recorded #7270212,
- 5) Claim of Lein Recorded # 7387282,
- 6) Notice of Claim of Lien Recorded #7239538

and the state of t

Maria Santa Sa

en de la companya de la co

en de la companya del companya de la companya del companya de la c

A CONTRACT OF A

actively done bye: Angieszka Niczyporuk Trustee

Autographed Bye: Autogr

ACKNOWLEDGMENT

STATE OF WASHINGTON)

COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that life-man Jaroslaw-Artur Niczyporuk is the Natural American man, Angieszka Niczyporuk Trustee is the Life-woman who appeared before me, and said person acknowledged that He signed this instrument and acknowledge it his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: February 4th 2025 Seal or Stamp Notary Signature bye: Church Rellis Name Wish Belles

Title: Notary for the Republic inside the State of Washington.

Notary Public State of Washington CHRISTI BELLES COMM. # 177806 MY COMM EXP. JULY 31, 2027



. .

Case 2:24-cv-00423-SAB

Washington of State of the Vashington of State of the Certificate is not of the Certificate is not

State of Washington

Secretary of State

This Certificate is not valid for use anywhere within the United States of America, its territories or possessions.

Apostille						
	(Convention de La Haye du 5 octobre 1961)					
1.	Country Pays / País United States of America					
	This public document					
	Le présent acte public / El presente documento público					
2.	2. has been signed by a été signé par MICHELLE BUNDY ha sido firmado por					
3.	acting in the capacity of agissant en qualité de Deputy Auditor quien actúa en calidad de					
4.	bears seal / stamp of est revetu du sceau / timbre de Spokane Co. Auditor, state of Washington y está revistido del sello / timbre de					
	Certified					
Attesté / Certificado						
5.	at Olympia, Washington 6. the February 5, 2025					
7.	by par/por Steve R. Hobbs, Secretary of State, State of Washington					
8.	Number sous nombre / bajo el G22578802 número					
9.	Sceal / stamp Sceau / timbre Scello / timbre 10. Signature: Signature: Firma: Holling					

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears.

This Apostille does not certify the content of the document for which it was issued.

This Apostille is not valid for use anywhere within the United States of America, its territories or possesions. To verify the issuance of this Apostille, see: www.sos.wa.gov/corps/apostilles

This certificate does not constitute an apostille under the Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents for those countries that have neither ratified nor acceded to that Convention, and remains subject to additional applicable authentication

requirements. Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte public est revêtu.

Cette Apostille ne certifle pas le contenu de l'acte pour lequel elle a été émise. L'utilisation de cette Apostille n'est pas valable en/au États-Unis d'Amérique, ses territoires ou possessions. Cette Apostille peut être vérifée à l'adresse suivante: www.sos.wa.gov/corps/apostilles

Esta Apostilla certifica unicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado, y en su caso, la identidad del sello o timbre del que el documento publico este revestido.

Esta Apostilla no certifica el contenido del documento para el cual se expedió. No es válido el uso de esta Apostilla en Estados Unidos de América, sus territorios o posesiones.

Esta Apostille se puede verificar en la dirección siguiente: www.sos.wa.gov/corps/apostilles

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 157 of 286 03/05/2008 11:21:10 AM Recording Fac \$61.00 Page 1 of 19 Dead of Trust PACIFIC, NW TITLE Spokans County Washington

5648663

After Recording Return To: COUNTRYWIDE BANK, FSB MS SV-79 DOCUMENT PROCESSING P.O.Box 10423 Van Nuya, CA 91410-0423

Assessor's Parcel or Account Number: 55141.5503

Abbreviated Legal Description: PER TITLE REPORT

Lot 3, Black 4, Estates at Mendows

Full legal description located on page 3

Trustee:

LS TITLE OF WASHINGTON

Additional Grantees located on page

105445APNT

NICZYPORUK

00018953124802008

[Doc ID 4]

[Excrow/Closing #] **DEED OF TRUST**

Space Above This Line For Recording Data] -

MIN 1001337-0002853122-9

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in

Section 16.
(A) "Security Instrument" means this document, which is dated FEBRUARY 25, 2008 with all Riders to this document.

(B) "Bortower" is JAREK NICZYPORUK, AND AGNES NICYPORUK, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.
(C) "Lender" is

COUNTRYWIDE BANK, FSB

Lender is a FED SVGS BANK organized and existing under the laws of THE UNITED STATES

Lender's address is

1199 North Fairfax St. Ste.500, Alexandria, VA 22314

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

M Deed of Trust-WA 2006A-WA (06/07)(d/l)

Page 1 of 11

Form 3048 1/01





STATE OF WASHINGTON COUNTY OF SPOKANE)SS

in witness whereof, I hearunto set my hand this VICKY M. DALTON, Spokan (County Auditor

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 159 of 286

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 160 of 286

5648663 Page 2 of 19 03/05/2308 11:21:10 AM

	DOC ID #: 0001895312480200
(D) "Trustee" is	•
LS TITLE OF WASHING	
2707 COLBY AVENUE S	JITE 1118, EVERETT, WA 98201
Security Instrument. MER telephone number of P.O. Bo (F) "Note" means the pro Note states that Borrower on	Electronic Registration Systems, Inc. MERS is a separate corporation that is act nder and Lender's successors and assigns. MERS is the beneficiary under a S is organized and existing under the laws of Delaware, and has an address are 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. missory note signed by Borrower and dated FEBRUARY 25, 2008 . The sestence of the control of the
(G) "Property" means the Property."	in full not later than MARCH 01, 2038 property that is described below under the heading "Transfer of Rights in
amost me tanc' suo sii solds	evidenced by the Note, plus interest, any prepayment charges and late charges of the under this Security Instrument, plus interest, ers to this Security Instrument that are executed by Borrower. The following Rid er [check box as applicable]:
Adjustable Rate Rider	F
Balloon Rider	Condominium Rider X Planned Unit Development Rider 1-4 Family Rider
VA Rider	Biweekly Payment Rider Other(s) [specify]
juncial opinions. (K) "Community Associate charges that are imposed on a similar organization. (L) "Electronic Funds Traduals, or similar paper instruction of the following transfers initiated by telephon (M) "Escrow Items" means (N) "Miscellaneous Procee any third party (other than in to, or destruction of, the Procent of the Property. (O) "Mortgage Insurance" Losn. (P) "Pariodic Payment" in Note, plus (ii) any amounts to (Q) "TESPA" means the E(Q) "TESPA" means the E(Q) "TESPA" means the E(Q) "TESPA" means the E(Q) "Tespan organization of the Property (Total or the Property of	orders (that have the effect of law) as well as all applicable final, non-appealation Dues, Fees, and Assessments' means all dues, fees, assessments and officinower or the Property by a condominium association, homeowners association unsfer" means any transfer of funds, other than a transaction originated by checking the condomination of the control
any additional or successor Security Instrument, "RESP," federally related mortgage to RESPA. (R) "Successor in Interest	quation X (24 C.F.R. Part 3500), as they might be amended from time to time, legislation or regulation that governs the same subject matter. As used in the A' refers to all requirements and restrictions that are imposed in regard to an even if the Loan does not qualify as a "federally related mortgage loan" and of Borrower!" means any party that has taken title to the Property, whether or not the property whether or not property whether or not the property whether or not property whether or no
TRANSFER OF RIGHTS IN The beneficiary of this Securi assigns) and the successors an of the Loan, and all renewals,	ver's obligations under the Note and/or this Security Instrument. THE PROPERTY y Instrument is MERS (solely as nominee for Lender and Lender's successors ard d assigns of MERS. This Security Instrument secures, to Lender: (i) the repayme extensions and modifications of the Note; and (ii) the performance of Borrower for this Security Instrument and the Note. For this purpose, Borrower irrevocab

M Deed of Trust-WA 2005A-WA (06/07)



5648663 Page 3 of 19 03/05/2008 11:21:10 AM

DOC ID #: 00018953124802008

SPOKANE

grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction] LOT 3, BLOCK 4 OF THE ESTATES AT MEADOWOOD, A PLANNED UNIT DEVELOPMENT AS PER PLAT THEREOF RECORDED IN VOLUME 27 OF PLATS, PAGE 51; IN THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON.

which currently has the address of

1315 N DUNBARTON OAKS LANE, LIBERTY LAKE

[Street/City]

Washington

99019 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the

right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to freedence. No effect or claim which Borrower might have now or in the future paying Lender shall prieve. to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

M Deed of Trust-WA 2006A-WA (06/07)

Page 3 of 11

Form 3048 1/01



STATE OF WASHINGTON COUNTY OF SPOKANE ISS

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 163 of 286

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 164 of 286

5648663 Page 4 of 19 03/05/2008 11:21:10 AM

DOC ID #: 00018953124802008

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such weiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9. amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds hald in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender,

Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground

rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Irems, Borrower shall pay them in the namer provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

M Deed of Trust-WA 2006A-WA (06/07)

Page 4 of 11

Form 3048 1/01



STATE OF WASHINGTON COUNTY OF SPOKANE ISS

I Vicky M. Dallon, Spokane County Auditor, do hereby certify that this forgoing docur is a true and correct copy of the document received and poorded in my office.

in witness whereof, I hearunto set my hand this day of

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 166 of 286

5648663 Page 5 of 19 03/10/2008 11:21:10 AM

DOC ID #: 00018953124802008

Property Insurance. Borrower shall keep the improvements now existing or hereafter exected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense, Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lendar, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payed

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts umpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or

- Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenualing circumstances exist which are beyond Borrower's control.
- Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to detectionate or commit waste on the Property. Whether or not Borrower is reading in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further detarioration or damage, If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of

M Deed of Trust-WA 2006A-WA (06/07)

Page 5 of 11

Form 3048 1/01



STATE OF WASHINGTON COUNTY OF SPOKANE ISS

l Vicky M. Dalton, Spokane County Au is a true and correct copy of the docur

In witness whereof, I hearunto set my hand this

23-0b329-FPC7 Doc 179 Filed 03/12/25

Entered 03/12/25 16:03:09

Pg 167 of 286

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 168 of 286

5648663 Page 6 of 19 03/46/2008 11:21:10 AM

DOC ID #: 00018953124802008

Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a)

Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument; including the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available. Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this

Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may

incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

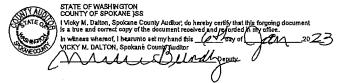
Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

M Dasd of Trust-WA 2008A-WA (06/07)

Form 3048 1/01



23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 170 of 286

5648663 Page 7 of 19 03/05/2008 11:21:10 AM

DOC ID #: 00018953124802008

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were uncarned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly, Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower, Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscallaneous Proceeds shall be applied to the sums secured by this Security

Instrument whether or not the sums are then due,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

Borrower Not Released; Forhearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with

regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument, Borrower shall not be released from Borrower's obligations

M Deed of Trust-WA 2006A-WA (06/07)

Page 7 of 11

Form 3048 1/01



STATE OF WASHINGTON COUNTY OF SPOKANE)SS

5648663 Page 8 of 19 03/05/2008 11:21:10 AM

DOC ID #: 00018953124802008

and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly

prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of

any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if security Instrument when the security Instrument shall be deemed to have been given to Borrower's notice address if security Instrument when the security Instrument is a security Instrument must be in writing. by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located, All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action,

Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
 Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18,

"Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchase

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument, However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender in such exercise is prohibited by Applicable Law.

If Lender texercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further

notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an

M Deed of Trust-WA

Page 8 of 11

Form 3048 1/01



STATE OF WASHINGTON COUNTY OF SPOKANE ISS

Vicky M, Dalton, Spokane County Auditor, do hereby certify that this forgoing document s a true and correct copy of the document received and recorded in 193 office.

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09

Pg 173 of 286

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 174 of 286

5648663 Page 9 of 19 03/05/2008 11:21:10 AM

DOC ID #: 00018953124802008

institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law, There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the

notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Clearup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous

Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup,

NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that fallure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

M Deed of Trust-WA 2006A-WA (06/07)

Page 9 of 11

Form 3048 1/01



Vicky M. Dalton, Spokane County a true and correct copy of the do

5648663 Page 10 of 19 03/05/2008 11:21:10 AM

DOC ID #: 00018953124802008

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be soid. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or

parieds sent in any order transfer transfer may pushous sale of the Property of a passe of the Property of a passe of the Property of any pushous sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to

it or to the clerk of the superior court of the county in which the sale took place. 23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law

25. Use of Property. The Property is not used principally for agricultural purposes.

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BY SIGNING BELOW, Borrower accept, and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

_M/	Q - 27-08 (Scal)
JAROK NICZYPORUK	-Borrower
IOA	2 97 (Seal) -Borrower
AGNES NICKPORUK	-Borrower
	(Seal)
	-Borrower
	(Seal)
	-Borrower

M Deed of Trust-WA 2006A-WA (05/07)

Page 10 of 11

Form 3048 1/01



STATE OF WASHINGTON COUNTY OF SPOKANE ISS

Vicky M. Dalton, Spokane County Auditor, do hereby is a true and correct copy of the document received a

5648663 Page 11: of 19 03/05/2008 11:21:10 AM

DOC ID #: 00018953124802008 STATE OF WASHINGTON County of Spkne Jarok Niceyporick On this day personally appeared before me Hans Niery

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/heep signed the same as his/her/ther free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this.

day of Fr

Notary Publican and for the State of Washington, residing at Spork

My Appointment Expires on 9/22/1



M Deed of Trust-WA 2006A-WA (06/07)

Page 11 of 11

Form 3048 1/01



STATE OF WASHINGTON COUNTY OF SPOKANE ISS

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 179 of 286

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 180 of 286

5648663 Page 12 of 19 03/05/2008 11:21:10 AM

PLANNED UNIT DEVELOPMENT RIDER

After Recording Return To: COUNTRYWIDE BANK, FSB MS SV-79 DOCUMENT PROCESSING P.O.Box 10423 Van Nuys, CA 91410-0423 PARCEL ID #: 55141.5503 Prepared By: MICKI FIRESTONE

> NICZYPORUK [Escrow/Closing #]

00018953124802008 [Doc ID #]

THIS PLANNED UNIT DEVELOPMENT RIDER is made this TWENTY-FIFTH FEBRUARY, 2008, and is incorporated into and shall be deemed to amend and supplement the, Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to COUNTRYWIDE BANK, FSB

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1315 N DUNBARTON OAKS LANE LIBERTY LAKE, WA 99019-[Property Address]

The Property Includes, but is not limited to, a parcel of land Improved with a dwelling, together with

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENTS
778 (0405) CHL (06/04)(d) Page 1 of 3 Initials

VMP Mortgage Solutions, Inc. (800)521-7291

Form 3150 1/01

whereof, I hearunto set my hand this 6 day of

5648663 Page 13 of 19 03/05/2008 11:21:10 AM

DOC ID #: 00018953124802008

other such parcels and certain common areas and facilities, as described in THE COVENANTS, CONDITIONS, AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY

(the "Declaration"). The Property is a part of a planned unit development known as THE ESTATES AT MEADOWWOOD

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (I) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (I) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage

provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the

7R (0405)

CHL (06/04)

Page 2 of 3

Form 3150 1/01

runto set my hand this

23-00329-FPC7 Doc 179 Filed 03/12/25 ✓Entered 03/12/25 16:03:09

Pg 183 of 286

403 5648663 Page 14 of 19 03/05/2008 11:21:10 AM

DOC ID #: 00018953124802008

express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable

to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELO	W, Borrower accepts and agrees to the	terms and provisions contained in this
PUD Rider,	VA.	Q . 27-07(Seal)
Ū	AREK NICZYPORUK	- Borrower
	// (L	9/27/02/1000
Ž	GNES NICYPORUK	
	_	•
_		(Seal)
		- Borrower
_		(Seal)
		- Bornwer

7R (0405)

CHL (06/04)

Page 3 of 3

Form 3150 1/01

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 186 of 286

5648663 Page 15 of 19 03/05/2008 11:21:10 AM

FIXED/ADJUSTABLE RATE RIDER

(LIBOR One-Year Index (As Published In The Wall Street Journal)-Rate Caps-Ten-Year Interest-Only Period)

> NICZYPORUK [Escrow/Closing #]

00018953124802008

[Doc ID #]

THIS FIXED/ADJUSTABLE RATE RIDER is made this TWENTY-FIFTH day of FEBRUARY, 2008 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the 'Note') to COUNTRYWIDE BANK, FSB

("Lender") of the same date and covering the property described in the Security Instrument and located at: 1315 N DUNBARTON OAKS LANE

LIBERTY LAKE, WA 99019-_ . [Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.375 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Ten-Year Interest-Only Period—Single Family—Fannie Mae Uniform Instrument

10 Year Interest-Only Period Fixed/Adjustable Rate LIBOR Rider 1E872-XX (12/07)(d/i) Page 1 of 5

Form 3153 2/06

ration, Spokane County Auditor; do hereby certify that this forgoing document of correct copy of the document received and proported in my office.

Altron, Spokane County Auditor

ALTON, Spokane County Auditor

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 188 of 286

5648663 Page 16 of 19 03/05/2008 11:21:10 AM

DOC ID #: 00018953124802008

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of MARCH, 2013 and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & ONE-QUART percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of my monthly payment. For payment adjustments occurring before the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay all accrued interest each month on the unpaid principal balance at the new interest rate. If I make a voluntary payment of principal before the First Principal and Interest Payment Due Date, my payment amount for subsequent payments will be reduced to the amount necessary to repay all accrued interest on the reduced principal balance at the current interest rate. For payment adjustments occurring on or after the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay unpaid principal and interest that I am expected to owe in full on the Maturity Date at the current interest rate in substantially equal payments.

MULTISTATE FIXED/ADJUSTABLE RATE RIDER—WSI One-Year LIBOR—Ten-Year Interest-Only Period—Single Family—Famile Mae Uniform Instrument

10 Year Interest-Only Period Fixed/Adjustable Rate LIBOR Rider 1E872-XX (12/07) Page 2 of 5

Form 3153 2/06

ZATE OF

STATE OF WASHINGTON COUNTY OF SPOKANE ISS (Victor M. Dalton, Spokane Co

I Vicky M. Dalbin, Spokane County Auditor, do hereby certify that this forgoing document is a true and correct copy of the document received and recorded in my office.

in witness whereof, I hearunto set my hand this day of VICKY M. DALTON, Spokane County eurolitor

5648663 Page 17 of 19 03/05/2008 11:21:10 AM

DOC ID #: 00018953124802008

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.375%or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.375 %.

Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be that date which is the 10th anniversary date of the first payment due date, as reflected in Section 3(A) of the Note.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or to the bottom is not a manual possibilities to detect an account of the consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Ten-Year Interest-Only Period—Single Family—Fannie Mae Uniform Instrument

10 Year Interest-Only Period Fixed/Adjustable Rate LIBOR Rider 1E872-XX (12/07) Page 3 of 5

Form 3153 2/06

Vicky M. Datton, Spokane County Audtor; do hereby certify that this forgoing document is a time and correct copy of the document received and recorded in my office.

Notice whereof, Hearunto set my hand this day of 2021

5648663 Page 18 of 19 03/05/2008 11:21:10 AM

DOC ID #: 00018953124802008

PageID.322

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing,

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Ten-Year Interest-Only Period-Single Family-Famile Mae Uniform Instrument

10 Year Interest-Only Period Fixed/Adjustable Rate LIBOR Rider 1E872-XX (12/07) Page 4 of 5

Form 3153 2/06

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 194 of 286

403 5648663 Page 19 of 19 03/05/2008 11:21:10 AM

DOC ID #: 00018953124802008

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. Instrument without further notice or demand on Borrower.

BY SIGNING BELOW/Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider ZYPORUK (Scal) - Borrower

MULTISTATE FIXED/ADJUSTABLE RATE RIDER—WSJ One-Year LIBOR— Ten-Year Interest-Only Period—Single Family—Famile Mac Uniform Instrument

10 Year Interest-Only Period Fixed/Adjustable Rate LIBOR Rider 1E872-XX (12/07) Page 5 of 5

Form 3153 2/06

(Scal) -Borrower

Office of the secretary of Shut

State of Washington

Secretary of State

This Certificate is not valid for use anywhere within the United States of America, its territories or possessions.

Apostille			
	(Convention de La Haye du 5 octobre 1961)		
1,	Country Pays / Pais United States of America		
This public document			
_	Le présent acte public / El presente documento público		
2.	has been signed by a été signé par YVONNE E TERZENBACH ha sido firmado por		
3.	acting in the capacity of agissant en qualité de Deputy Auditor quien actina en calidad de		
4.	bears seal / stamp of est revêtu du sceau / timbre de Spokane Co. Auditor, state of Washington y está revistido del sello / timbre de		
Certified			
Attesté / Certificado			
5.	at Olympia, Washington 6. the ie/el dia February 5, 2025		
7.	by Steve R. Hobbs, Secretary of State, State of Washington		
8.	Number sous nombre/ bajo el O22555951 número		
9.	Sceau / timbre Scelo / timbre Scelo / timbre Scenau / timbre Scenau / timbre Scenau / timbre Scenau / timbre Signature: Firma: ### The Holder ### The Holder		

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears.

This Apostille does not certify the content of the document for which it was issued.

This Apostille is not valid for use anywhere within the United States of America, its territories or possesions.

To verify the issuance of this Apostille, see: www.sos.wa.gov/corps/apostilles This certificate does not constitute an apostille under the Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents for those countries that have neither ratified nor acceded to that Convention, and remains subject to additional applicable authentication

requirements. Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte public est revêtu.

Cette Apostille ne certifie pas le contenu de l'acte ponr lequel elle a été émise. L'utilisation de cette Apostille n'est pas vaiable en/an États-Unix d'Amérique, ses territoires ou possessions. Cette Apostille peut être vérifée à l'adresse suivante; <u>www.sos.wa.gov/cons/apostilles</u>

Esta Apostilla certifica unicamente la autenficidad de la firma, la calidad en que el alguatario del documento haya actuado, y en su caso, la identidad del sello o timbre del que el documento publico este revestido. Esta Apostilla no certifica el contenido del documento para el cual se expedió.

No es válido el uso de esta Apostilla en Estados Unidos de América, sus territorios o posesiones.

Esta Apostille se puede verificar en la dirección siguiente: www.scs.wa.gov/coros/apostilles

Pg 265 of 286

filed 03/13/25 403

PageID.328

Page 282 of

08/31/2022 01:51:38 PM Recording Far 1764.58 Page 1 of 12 Release AGNUS, NICYPORUX Spekane County Maxhington

7236392

T LITER TO MAIN THE WITH THE PITCHE TO COLD LET MEN BEING THE WITH BEING THE MALL BEING TO THE MALL

RETURN NAME and ADDRESS

GO PO BOX 426

Please Type or Print Neatly and Clearly All Information

Document Title(s)

Reconveyance Deed

Reference Number(s) of Related Documents

Grantor(S) (Last Name, First Name, Middle Initial)

NICZYPORUK JAREK

Hortur Oricapone 7000500-it

Legal Description (Abbreviated form is acceptable, i.e.

<u>514 T258</u>

Assessor's Tax Parcel ID Number

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36,18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

STATE OF WASHINGTON COUNTY OF SPOKANE ISS

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 198 of 286

PageID.330

Page 284 of

7236392 Page 2 of 12 08/31/2022 01:51:38 PM

Deed of Reconveyance

Accepting Land Patent Assignment (May 15, 1884 James S. Fisher Patent) With Notice of Vacated Deed Conveyance

KNOW ALL MEN BY THESE PRESENTS, that as of November 4, 2015, all United States Land Patents were selsed upon by the actual American Government operating as The United States of America (unincorporated) and were reissued and assigned to the fifty (50) individual States of the Union.

As an American State National, living on the land and soil on Washington, who has accepted the color of title deeds recorded on April 13, 2007 and May 6, 2009, under accepted the color of title deeds recorded on April 13, 2007 and May 6, 2009, under Recording numbers 5521994 and 5788061 in the Spokane County Recorder's Office, has taken possession of the land and does, in fact, occupy said land and hereby declare notice of my homestead of this land. As Assignee of an original United States Land Patent re-assigned to Washington land state, I hereby accept and claim the "Forever" benefit of said patent and accept assignment of all Rights pertaining to the land and property described below, including but not limited to the Land Patent-secured rights named within Patent No. 699 issued to James S. Fisher, Grantee, on May 15, 1884, including any applicable application and certificate numbers. See attached certified copy of original United States Land Patent No. 699 certificate numbers. See attached certified copy of original United States Land Patent No. 699 and copy of typed and certified Transcript of original Patent.

Let it be known that I have given lawful Public Notice of my update of the original Land Patent covering my land, via an ad placed in the legals section of a newspaper for three (3) consecutive insertions, giving anyone challenging my update sixty (60) days' notice within which to provide me with a written claim sent to me at my address listed on said published Notice. Any claim made must be lawfully documented by providing me with the wet-link signature documents to prove your claim. Anyone attempting to commence a court action against me must do so by filing their claim in a court of law prior to the expiration of the 60-day notice period or be forever barred from so doing. See attached Publisher's Affidavit from The Spokesman-Review with copy of published ad.

Thereby, by claiming and bringing up said Land Patent in my own name with my lawful metes and bounds land description, and with the corners of my land properly monumented, I hold this land in Fee Simple Absolute as an Allodium Freehold estate in the chain of title from the original patentee, including all appurtenances and hereditaments. See attached Summary of chain of title search. See, also, attached photographs of monumented corners of my land. As such, said land remains unencumbered, free and clear, without liens or claims attached in any way, and is hereby declared to be private land and private property, not subject to any commercial forums (e.g., Uniform Commercial Code) whatsoever.

The land, soll, surface water, well and buildings formally described within the Statutory Warranty Deed to JAREK NICZYPORUK and AGNES NICZYPORUK, recorded April 13, 2007, Recording number 5521994, and Quit Claim Deed from AGNES NICZYPORUK, recorded May 6, 2009, Recording number 5788061, are commonly known as 1315 N. Dunbarton Oaks Lane, COUNTY OF SPOKANE (INCORPORATED) IN STATE OF WASHINGTON (INCORPORATED)

Page 1 of 7

I Vicky M. Dalton, Spokane County Audkor; do hereby certify that this forgoing document is a true and correct copy of the document received and recorded in my office. h winess whereof, i hearunto set my hand this way of VICKY M. DALTON, Spokune Cognity Auditor

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 200 of 286

7236392 Page 3 of 12 08/31/2022 01:51:38 PM

In Liberty Lake, INCORPORATED SPOKANE and UNINCORPORATED COUNTY OF SPOKANE, WASHINGTON 99019, ZIP® PRESUMED FEDERAL DISTRICT, and previously identified as "Tax Parcel number 55/41,5503," which property is registered in the SPOKANE County Recorder's Office located in Spokane and SPOKANE, in and for the said County of Spokane and SPOKANE COUNTY; said property is hereby described and identified as iand, soil, surface water, well and buildings, and is hereby reconveyed, for and in consideration of Ten United States lawful Dollars (\$10 U.S.), in silver coin, the receipt of which is hereby acknowledged, to me, Jaroslaw Artur Nicczyporuk®, living man, American State National, Grantee; asset of the land and soil jurisdiction as land parcel and portion of soll, portion of surface water, well and buildings on the unincorporated Sovereign Washington land state, without the incorporated fictional entities: Washington State; STATE OF WASHINGTON, Spokane County, COUNTY OF SPOKANE, Spokane County Assessor's Office; Spokane County Department of Assessments; Washington State Department of Revenue, Internal Revenue Service, IRS, Department of the Treasury, DOT, and any and all other CORPORATE ASSESSMENT FIRMS, TAX FIRMS, REVENUE FIRMS or FICTIONAL INCORPORATED ENTITIES—however written or spelled—acting as third-party interlopers without factual evidence proven not to be mere presumption of facts; without lawful standing to any "Clalm of Interest" in said parcel of land and soil.

Any and all related Legal instruments, including but not limited to Deeds and/or other legal documents regarding any previously recorded "Claims of Interest" by incorporated entities acting as third-party interiopers, are declared NULL and VOID. This includes any previously filled DEEDS OF TRUST prior to the filling of this Deed of Reconveyance, which are declared NULL and VOID and have no further connection or bearing since the holders of those security instruments have been paid in full, not once, but many times, not only from any CESTUI QUE VIE ESTATE TRUST, previous COLOR OF TITLE OWNERS (Tenants), AGNES NICZYPORUK, Agnes Niczyporuk, AGNIESZKA NICZYPORUK, Agnieszka Niczyporuk, or by me, JAREK ARTUR NICZYPORUK, JAREK A. NICZYPORUK, JAREK NICZYPORUK, Jarek Artur Niczyporuk, Jarek A. Niczyporuk, Jarek Niczyporuk, Jaroslaw A. Niczyporuk, Jaroslaw Niczyporuk, Jaroslaw Artur Niczyporuk, Jaroslaw Niczyporuk, Daroslaw Artur Niczyporuk, Jaroslaw Niczyporuk, Jaroslaw Artur Niczyporuk, Jaroslaw Niczyporuk, Daroslaw Artur Niczyporuk, Jaroslaw Niczyporuk, Daroslaw Artur Niczyporuk, Daroslaw Niczyporuk, Daroslaw Artur Niczyporuk, Daroslaw Artur Niczyporuk, Daroslaw Artur Niczyporuk, Daroslaw Artur Niczyporuk, Daroslaw Artur Niczyporuk, Daroslaw Niczyporuk, Daroslaw Artur Niczyporuk, Daroslaw

All right, title and Interest in this land and property belongs to Washington, a State of the Union, and to me, the Powerholder enforcing the State Trust. All Deeds issued by the STATE OF WASHINGTON, WASHINGTON, or other franchises of the UNITED STATES are vacated and reconveyed to the original jurisdiction of Washington (unincorporated), free and clear of debt, as a Freehold upon the land and soil of Washington.

All improvements upon the land and soil are hereby reclassified from Marketable "Real Estate" (Commercial, territorial, British Crown, B.C.) to private land, soil, surface water, well and buildings as an Allodium Freehold estate for the beneficial use of the Landlord, exclusively, me, Jaroslaw Artur Niczyporuk⁹, and future helr(s), private beneficiary(les) and assigns, as a private Domicile, sic utere tuo ut allenam no laedas (one must use his property so as not to injure the lawfull lights of another), by Maxim of Law. This property is protected under Private Indemnity Bond number AMRI00001 RA393427640US Washington.

Let this be Fair and Public Notice to all Parties, Public and Private: Notice to Agents is Notice to Principals; Notice to Principals is Notice to Agents

Page Z of 7

TATE OF

COUNTY OF SPORANE ISS

[Voley M. Dallon, Sporkane County Auditor; do hereby certify that this forgoling document is a true and correct copy of the document received any greended in roy office.

In witness whereof, I hearunto set my hand this the day of 2022.

Sundy 0

7236392 Page 4 of 12 08/31/2022 01:51:38 PM

া, Jaroslaw Artur Niczyporuk^e, am an American State National living within the physical borders of Washington State. I affirm, under Public Law of The United States of America (unincorporated), that I am a permanent member of the population and not a temporary resident of the United States, Inc. I also affirm that I am not knowingly or voluntarily adopting any obligation of British Territorial United States Citizenship, nor as a Municipal "citizen of the UNITED STATES". I am acting without the Municipal United States and without the Territorial United States of America, both, and asserting my lawful and natural right as a living man and as a private American man owed all protections of Article IV of both the Constitution of the United States of American (ATRI) and the Constitution of the United States of American (ATRI) and the Constitution of the United States of American (ATRI) and the Constitution of the United States of American (ATRI) and the Constitution of the United States of American (ATRI) and the Constitution of the United States of American (ATRI) and the Constitution of the United States of American (ATRI) and the Constitution of the United States of American (ATRI) and the Constitution of the United States of American (ATRI) and the Constitution of the United States of American (ATRI) and the Constitution of the United States of American (ATRI) and the Constitution of the United States of American (ATRI) and Ame States of America (1789) and the Constitution of the United States (1780),

It is not, and has never been, my intention to grant any Federal Enclave upon my private American holdings which are protected under my American State National credential documents, including my Notice of Intent-Fee Schedule, recorded on the International Land Recording System of Record for The United States of America (unincorporated) under my name, Jaroslaw Artur Niczyporuk, on the world wide web at https://everifyamericanstatenationals.us.

LAND DESCRIPTION: A portion of land in the Northeast quarter of Section 14, Township 25 North, Range 45 East of Willamette Meridian, on Spokane County, Washington, described as follows:

Beginning at the southwest comer of lot 3 of the plat of The Estates of Meadowwood as recorded in book 27 of plats and page 52 records of Spokane County, Washington; thence north 89°08'01" West 144.09 feet to the southwest comer of said lot and the beginning of a non-tangent curve concave to the west, thence northerly along the arc of said curve to the left having a radius of 176.00 feet and an arc length of 81.01 feet to the northwest corner of said lot; thence north 89º15'27" east 181.65 feet to the northeast corner of said lot; thence south 00°57'00" east 82.34 feet to the point of beginning, containing 12,005 square feet, more or less,

The above land description is excepting any public contracts that may infringe on the reasonable and necessary rights of Landjord. This description is also excepting infringement on the sovereign rights of the American State National Grantee as a matter of principle under

"As of October the First in the year of 2020, the properly declared and recorded People operating the State Assemblies organized and enrolled prior to the year of 1860, have acted via Roll Call Vote to acknowledge, accept, and enroll their sister States which have been created during and after the Civil War as fully endowed and empowered States of the Union. This action ends over 160 years of presumptive custodial interest on the part of the Territorial United States Government in the administration of the public resources and populations of these predominantly western States created and provisionally accepted as States of the Union under the Northwest Ordinance. These former Territorial States are now enrolled as members of The United States and The United States of America and have entered into full standing as independent States. All fifty (50) State Assemblies are now fully functional and operating on par with each other. The States formed during and after the Civil War are no longer subject to any presumption of custodial Interest by the Territorial United States Government and are free to assume the possession and enjoyment of all land and soll and related assets, rights, titles, and interests expressed or implied, within their borders."-Anna von Reitz, Fiduciary of The United States of America, unincorporated,

Page 3 of 7

STATE OF WASHINGTON COUNTY OF SPOXANE ISS

I Vicky M. Dalton, Spokane County Auditor; do hereby certify that this forgoing document is a true and correct copy of the document received and recorded in my office.

in Winess whereof, I hearunto set my hand this day of day of VICKY M. DALTON. Snokana Capata during

7236392 Page 5 of 12 08/31/2022 01:51:38 PM

The land and soil described as part of this Deed of Reconveyance is a physical portion of land and soil belonging to the Sovereign unincorporated state known as Washington and is free and clear of foreign title and encumbrance, and is in the possession of a living American State National known as Jaroslaw Artur Niczyporuk^o, Landlord, with exclusive beneficial interest, who has returned all former properly interests to the land and soil jurisdiction of Washington and conveyed all of his assets to his private possession; thereby holding these assets and personal property in original jurisdiction, without exception, effective ab initio, nunc pro tunc, and as a private interest these provisions apply effective with the earliest date and accrue to the benefit and beneficial use of the actual Landlord in possession as Heiridoms. The land and soil described herein is not subject to any taxation or regulation, fees or fines at any time, by any incorporated entity or their respective private charters or private copyrighted international commerce statutes and codes. As Landlord, I claim exemption and the exemption of my land and property. My land and soil is a Freehold estate, fee simple, unique, unincorporated and tax free in perpetuity, and I declare that I am owed true possession, as Landlord, of all actual assets, including land and soll assets held in my name.

As Landlord, I also selse all titles, easements, utilities, accesses, water resources, buildings and appurtenances related in any way to my geographically-defined land and soil assets as hereinbefore described and assigned the following address: 1315 N. Dumbarton Oaks Lane, Liberty Lake, Washington. I, the private American man in possession of this land and soll, am claiming all descriptions of it to include the tax assessor's description of it and any other land description variations such as Parcel Number 55141.5503.

I hereby revoke all foreign registrations and return and reconvey all actual and factual property assets related to me or held in my name to their original geographically-defined State of the Union (Washington) and establish my own permanent description of my private land and soil as "Niczyporuk's Homestead^o", which shall be the only acceptable and actual property description associated with me and my private property from now on—any other public scheme of mapping, naming or substitution of my land description is not allowed from this day forward. This land and soil is under private and competent possession as a Freehold estate by the Landlord, and this document is recorded Public Notice of the new land address: 100 Liberty Lane, Liberty Lake, Washington. A FEDERAL MAIL BOX is not installed on my privately-held land and soll and my new address is ZIPo exempt.

I am acting without the United States and without the United States of America. Therefore, I am not subject to private corporate charters or copyrighted private international commence statutes and codes created for Territorial and MUNICIPAL corporations and their private EMPLOYEES. All presumptions are hereby rebutted, from the beginning and forevermore.

Any correspondence regarding this privately-held land and soil may be addressed to Jaroslaw Artur Niczyporuk, in care of Post Office Box 426, Liberty Lake, Washington 99019, without the United States.

This Deed of Reconveyance corrects and reconveys any presumed designation as "Real Estate" of my land and soll to my Allodium Freehold permanent homestead and domicile in . Washington. No other or further legal presumptions may be made by the Bureau of Land Management, BLM, Department of the Interior, the Commissioner of Natural Resources, nor by any other federal or federated state or municipal corporation or any corporate employee concerning me and my private property, without my explicit wet-ink autograph and seal, and my fully disclosed consent.

Page 4 of 7

I Vicky M. Dalton, Spokane County is a true and correct copy of the do

in witness whereof, I bearunto set my hand this _ VICKY M. DALTON, Spokane County Auditor

PageID.338

7236392 Page 6 of 12 08/31/2022 01:51:38 PM

This action is taken as a Public Duty to prevent crimes, including unlawful conversion, kidnapping, human trafficking, press ganging, inland piracy, conspiracy against the Constitutions, collusion, identity theft, securities fraud, impersonation, barratry, deliberate imischaracterization of nationality, international and interstate bank fraud, evasion of Public Duties, evasion of The Constitution of the United States, racketeering, pillaging and plunder of public trusts, money laundering, constructive fraud for the purpose of unjust enrichment, extention under armed forces, breach of usufruct, criminal breach of commercial contract, subjecting Americans to foreign law in express violation of Amendment XI of all three (3) Federal Constitutions, use of undisclosed, unilateral and unconscionable foreign contracting processes on American soil, breach of custodial obligations, promotion of unaccountable administrative government entities staffed by Undeclared Foreign Agents, and more.

Any such acts of treason against We the People of the united States of America and our decree of 1787, The Constitution for the united States of America and the Bill of Rights, and treason of the territorial and municipal employees against their respective Constitutions render all illegal and unlawful actions null and void, ab initio, as Fraus Omnia Vitlat applies (fraud vitlates everything it touches). (The Constitution of the United States of America, 1789 — territorial government; The Constitution of the United States, 1790 — municipal government).

Any public easement granted to any incorporated entity or incorporated body politic allowing access across my land is strictly limited to the exact purpose for which the easement was originally granted. This means that easements granted to provide for access to electrical utilities, for example, are limited to that purpose, and so on. There are no general purpose or unlimited easements of any kind related to my private property.

Any trespass or transgression against me or against my private land holdings apart from the limited stipulations that apply are cause for Damage Claims and the assessment of Usage fees in the amount of not less than \$15,000.00 U.S. lawful Dollars or the equivalent thereof in sliver coin; per offense. Contractual obligations of the trespassers accrue the moment they step foot on my land or access any easement for any purpose not specifically allowed. Such Usage fees may only be waived by the Landlord at his discretion and may result in direct enforcement actions against chronic abusers of my private assets.

Upon recording of this Deed of Reconveyance on the public record, any Fictional Incorporated entity of the District of Columbia, D.C., Her Majesty The Queen, H.M., British Crown Corporation, Lord Mayor of London, HOLY SEE or Secondary Creditors issuing a Tax Statement/Bill through the United States Post Office addressed to the Public Transmitting Utility, JAREK A. NICZYPORUK, JAREK ARTUR NICZYPORUK, JAREK NICZYPORUK, NICZYPORUK, JAREK, NICZYPORUK, JAREK, JAROSLAWA, NICZYPORUK, JAROSLAWARTUR NICZYPORUK, JAROSLAW NICZYPORUK, JAROSLAW ARTUR, NICZYPORUK, JAROSLAW ARTUR; NICZYPORUK, JAROSLAW, or any other spelling of my name indicating a dead person, be in turn issued a true bill in the amount of not less than \$15,000.00 United States lawful money, payable in silver coin, per offense.

This Public Notice, when recorded in the Spokane County Recorder's Office as part of the Deed of Reconveyance, is accessible in its entirety to the U.S. District Attorney and the Tax Assessor's Office and other parties for the Correction of Public Records.

Page 5 of 7.

THE STATE OF

TATE OF WASHINGTON OUNTY OF SPOKANE JSS Vicky M. Dallon, Spokane County Auditor; do hereby certify ti

is a true and correct copy of the document received and recorded in my of in witness whereof, the arunto set my hand this

ACKY M. DALTON, Spokane Clorly Audior

PageID.340

Page 294 of

7236392 Page 7 of 12 08/31/2022 01:51:38 PM

I, Jaroslaw Artur Niczyporuk^o, a living man, by exercising my inherent unallenable and absolute right to hold property as an Allodium Freehold estate in private in the form of land and soil, together with a portion of surface water, well and buildings, on the unincorporated Sovereign Washington land state, claim to be the sole Landlord and exclusive beneficial party of interest, without recourse. As Landlord, I am granted the right of Dominion over my land by the Divine Creator.

I firmly state that I am an American State National of The United States of America (unincorporated) whose jurisdiction is the Land and Soil, demanding correction of the misregistration and impersonation of my name and correction of the misrepresentation of my political status as that of a federal or territorial citizen.

Dated this 16 May of August, 2022.

Jaroslaw Artur Niczyporuk * Powerholder for Niczyporuk^o, Jaroslaw Artur American State National All Rights Reserved - Without Prejudice

Notary Public State of Washington LEXI SANDERS COMM, # 204800 NY COMM, EXP. DEC. 22, 2022

Page 6 of 7

STATE OF WASHINGTON COUNTY OF SPOKANE)SS

PageID.342 Page 296 of

7236392 Page 8 of 12 08/31/2022 01:51:38 PM

Acknowledgment

Washington

Spokane County

On August 0 40, 2022, before me, the undersigned, a Public Notary in and for said State, personally appeared Jaroslaw Artur Niczyporuk, known to me or who produced satisfactory evidence that he is the individual whose name is subscribed to the within Instrument, and who duly acknowledged to me that he knowlngly executed the same as his own free will. Purpose of Jurat is for oath and identification only and cannot be used to indicate entry Into any foreign jurisdiction.

. Witness my hand and official seal.

Public, Not

My Commission Expires _

Notary Public State of Washington LEXI SANDERS COMM, # 204800 NY COMM, EXP, DEC. 22, 2022

Page:7 of 7

Vicky M. Dalton, Spokene County Auditor; do hereby certify that this forgoing document is a true and correct copy of the document received and scorded in my office.

witness whereof, I hearunto set my hand this ______day of ___

THE SPOKESMAN-REVIEW

999 W Riverside Ave, Spokane, WA 99201

PUBLISHER'S AFFIDAVIT

STATE OF NEW YORK }	
COUNTY OF ERIE \(\int \)"	
Name: Jarek Niczyporuk	Client ID: 145539
PO No:	
	No. Lines: 18
Total Cost: \$251.97	Campaign: 187396
I Jeunifer Evans do solemniv every that I	
ao solomini swem diat i	am a Authorized Representative of The
Spokesman-Review, a newspaper established and regular	ly published, once each day in the English
language, in and of general circulation in the City of Spok	zane, Spokane County, Washington; and in the
City of Coeur d'Alene, Kootenai County, Idaho; that said	newspaper has been so established and regularly
published and has had said general circulation continuous	ly for more than six (6) months prior to the 23 rd
day of July, 1941; that said newspaper is printed in an offi	ice maintained at its place of publication in the
City of Spokane, Washington; that said newspaper was ap	proved and designated as a legal newspaper by
order of the Superior Court of the State of Washington for	Spokane County on the 23rd day of July, 1941,
and that said order has not been revoked and is in full fore	e and effect, that the notice attached hereto and
which is a part of the proof of publication, was published publication having been made once each time on the following	in said newspaper 3 time(s), the
August 21, 2022, August 22, 2022, and August 23, 2022.	
That said notice was published in the regular and entire iss	tue of every number of the paper during the
perion of time of publication, and that the notice was publi	ished in the newspaper proper and not in a
supplement	PLANUE MOTIVE
Subscribed and sworn to before me this 23. day of	LAND PROBIT
	Lagai Description
August, 2022	Let I per fixed Mat of The Extrins
	of Handourend, parented in Plat Book 27, page \$2, Spokene County
/\	Ancorder's Office, being a portion of
12/2mmyor Cums	MEN of 314 TESM RASE, Wint, Spekane Co., Windlegloo, and thei
(Adv rtising Agent)	part of minuting US Palarn # \$35.
Qi Vanis rigori	lagul efalm in this land spare ha moda within 60 days humal ne
	ferryr be practeded from making any claim upon my principal land.
	Jank Mergersk
	of p.D. Ben 426 United Liberty Lines, 364, 22019
(Notary) NOTARY PUBLIC, BLATE OF NEW YO	veterne
Registration No. DIBMASSAGE	ATB
Commission Expires November 14, 20	ي ا

COUNTY OF SPOKANE ISS

I Vicky M. Dallon, Spokane County Auditor, do hereby certify that this forpoing document is a true and correct copy of the document received and recorded in my office.

In witness whereof, I hearunto set my hand this day of VCKY M. DALTON, Spokane County Auditor

Deputy

7236392 Page 10 of 12 08/31/2022 01:51:38 PM

CHAIN OF TITLE GUARANTEE : SCHEDULE A - CONTINUED

EXCEPTIONS:

- PATENT DATED May 15, 1884, RECORDED December 05, 1890 IN BOOK H. PAGE 495 FROM THE UNITED STATES OF AMERICA TO JAMES A. FISHER.
- 2. DEED DATED December 12, 1885, RECORDED December 31, 1885 IN BOOK K, PAGE 383 FROM JAMES A. FISHER TO MICHAEL M. COWLEY.
- 3. WARRANTY DEED DATED November 16, 1896, RECORDED November 17, 1896 UNDER AUDITOR'S FILE NO. 11647 FROM M. M. COWLEY ET UX TO EDWARD O'SHEA.
- WARRANTY DEED DATED July 25, 1899, RECORDED July 27, 1899 UNDER AUDITOR'S FILE NO. 31195 FROM EDWARD O'SHEA ET UX TO ANNIE COWLEY.
- WARRANTY DEED DATED May 16, 1900, RECORDED May 17, 1900 UNDER AUDITOR'S FILE NO. 40208 FROM MICHAEL W. COWLEY TO ANNIE COWLEY.
- WARRANTY DEED DATED October 04, 1904, RECORDED October 05, 1904 UNDER AUDITOR'S FILE NO. 106669 FROM M. M. COWLEY ET UX TO EDWARD C. MOYS.
- WARRANTY DEED DATED February 23, 1906, RECORDED March 28, 1906 UNDER AUDITOR'S FILE NO. 140994 FROM EDWARD C. MOYS ET UX TO FRANK GOSNELL.
- 8. WARRANTY DEED DATED October 06, 1909, RECORDED November 29, 1909 UNDER AUDITOR'S FILE NO. 261406 FROM FRANK GOSNELL ET UX TO RAILWAY LAND & IMPROVEMENT COMPANY, A CORPORATION.
- SPECIAL WARRANTY DEED DATED June 15, 1920, RECORDED June 22, 1920 UNDER AUDITOR'S FILE NO. 594800 FROM RAILWAY LAND & IMPROVEMENT COMPANY, A CORPORATION TO LIBERTY VALLEY COMPANY, A CORPORATION.
- 10. WARRANTY DEED DATED March 26, 1936, RECORDED February 02, 1937 UNDER AUDITOR'S FILE NO. 276153A FROM LIBERTY VALLEY COMPANY, A CORPORATION TO SEATTLE-FIRST NATIONAL BANK, A CORPORATION.
- 11. WARRANTY DEED DATED March 20, 1937, RECORDED April 12, 1937 UNDER AUDITOR'S FILE NO. 284399A FROM SEATTLE-FIRST NATIONAL BANK, A CORPORATION TO LIBERTY VALLEY COMPANY, A CORPORATION.
- 12. WARRANTY DEED DATED April 03, 1937, RECORDED April 12, 1937 UNDER AUDITOR'S FILE NO. 284402A FROM LIBERTY VALLEY COMPANY, A CORPORATION TO LEONARD CARDIFF, HUSBAND OF HELEN V. CARDIFF.
- 13. WARRANTY DEED DATED April 17, 1937; RECORDED April 23, 1937 UNDER AUDITOR'S FILE NO. 285199A FROM LEONARD CARDIFF AND HELEN V. CARDIFF, HUSBAND AND WIFE TO J.G. MORRIS.
- 14. QUIT CLAIM DEED DATED April 23, 1937, RECORDED April 23, 1937 UNDER AUDITOR'S FILE NO. 286200A FROM ETTA MORRIS, WIFE OF J.G. MORRIS TO J.G. MORRIS.

I Vicky M. Dalton, Spokane County Auditor; do hereby certify that is a true and correct copy of the document received apolicoorded

in without whereof, I heapunto set my hand this Acady of Olivina VICKY M. DALTON, Spokene County Auditor

7236392 Page 11 of 12 08/31/2022 01:51:38 PM

CHAIN OF TITLE GUARANTEE SCHEDULE A - CONTINUED

- 15. QUIT CLAIM DEED DATED December 15, 1995, RECORDED December 19, 1995 UNDER AUDITOR'S FILE; NO. 9512190279 FROM JESLYN M. SCHULTZ, IN HER CAPACITY AS TRUSTEE OF THE JESLYN M. SCHULTZ TRUST UNDER AGREEMENT DATED MARCH 1, 1983 AND JESLYN M. SCHULTZ, A WIDOW, DEALING IN HER SOLE AND SEPARATE PROPERTY TO WHITWORTH FOUNDATION, AS TRUSTEE OF THE JESLYN MORRIS SCHULTZ CHARITABLE REMAINDER UNITRUST UNDER AGREEMENT DATED DECEMBER 15, 1995.
- 16. SPECIAL WARRANTY DEED DATED February 27, 1997, RECORDED March 12, 1998 UNDER AUDITOR'S FILE NO. 4196848 FROM WHITWORTH FOUNDATION, AS TRUSTEE OF THE JESLYN MORRIS SCHULTZ CHARITABLE REMAINDER UNITRUST UNDER AGREEMENT DATED DECEMBER 15, 1995 TO GREENSTONE CORPORATION, A WASHINGTON CORPORATION.
- 17. STATUTORY WARRANTY DEED DATED June 07, 1999, RECORDED June 08, 1999 UNDER AUDITOR'S FILEINO, 4377676 FROM GREENSTONE CORPORATION, A WASHINGTON CORPORATION, A PARTNER OF MEADOWWOOD INVESTMENT GROUP TO W. MAIN CORPORATION, A WASHINGTON CORPORATION, A PARTNER OF MEADOWWOOD INVESTMENT GROUP.
- 18. STATUTORY WARRANTY DEED DATED June 07, 1999, RECORDED June 10, 1999 UNDER AUDITOR'S FILE NO. 4378568 FROM W. MAIN CORPORATION, A WASHINGTON CORPORATION TO WILLIAM W. MAIN, 8R., A MARRIED PERSON AS HIS SOLE AND SEPARATE PROPERTY AND WILLIAM W. MAIN, JR., A MARRIED PERSON AS HIS SOLE AND SEPARATE PROPERTY, EACH TO AN UNDIVIDED 50% INTEREST.
- 19. STATUTORY WARRANTY DEED DATED November 02, 2000, RECORDED November 03, 2000 UNDER AUDITOR'S FILE NO. 4531024 FROM WILLIAM W. MAIN, SR., A MARRIED PERSON AS HIS SOLE AND SEPÄRATE PROPERTY, AND WILLIAM W. MAIN, JR., A MARRIED PERSON AS HIS SOLE AND SEPÄRATE PROPERTY, EACH AS TO AN UNDIVIDED FIFTY PERCENT (60%) INTEREST TO MEADOWWOOD DEVELOPMENT, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY.
- 20. STATUTORY WARRANTY DEED DATED August 08, 2006, RECORDED August 10, 2006 UNDER AUDITOR'S FILE NO. <u>5419141</u> FROM MEADOWWOOD DEVELOPMENTS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO SULLIVAN HOMES, INC., A WASHINGTON CORP.
- 21. STATUTORY WARRANTY DEED DATED April 07, 2007, RECORDED April 13, 2007 UNDER AUDITOR'S FILE NO. 5521994 FROM SULLIVAN HOMES, INC., A WASHINGTON CORPORATION TO JAREK NICZYPORUK AND AGNES NICZYPORUK, HUSBAND AND WIFE.
- 22. QUIT CLAIM DEED DATED APril 28, 2009, RECORDED May 08, 2009 UNDER AUDITOR'S FILE NO. 5788051 FROM AGNIESZKA NICZYPORUK, ALSO KNOWN AS AGNES NICZYPORUK, A MARRIED WOMAN TO JAROFLAW NICZYPORUK, ALSO KNOWN AS JAREK NICZYPORUK, A MARRIED MAN . AS HIS SEPARATE ESTATE.

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 218 of 286

7236392 Page 12 of 12 08/31/2022 01:51:38 PM

The United States of America,

[HOMESTEAD LOGO] To all to whom these Presents shall come, Greeting: esterd Certificate No. 599 Whereas, There has been deposited in the General Land Office of Application 1601 the United States a Certificate of the Register of the Land Office at Spokane Falls, Washington , whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of James S. Fisher has been established and duly consummated, in conformity to law, for the east half of the northeast quarter, the southwest quarter of the northeast quarter and the northwest quarter of the southeast quarter of section fourteen in township twenty five north of range forty-five east of Willamette Meridian in Washington Territory, containing one hundred and sixty acres according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General. Now know ye, that there is, therefore, granted by the United States unto the said James S. Fisher

In testimony whereof, I, Chester A. Arthur, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the fifteen

Given under my hand, at the City of Washington, the fifteenth day of May, in the year of our Lord one thousand eight hundred and eighty-four, and of the Independence of the United States the one hundred and eighth.

By the President: /s/ Chester A. Arthur

By /8/ Wm H. Crook, Secretary. S.W. Clark, Recorder of the General Land Office.

i certify that I have compared this transcript with the certified copy of the original Patent and, to the best of my ability, it is true and correct. by: Right, Gran Bowett o

Dated: 8/10/2022

STATE OF WASH

I Vicky M. Daiton, Spokana County Audkor, do hereby certify that this forgoing document is a bue and correct copy of the document received and provided in my office.

Deput

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 220 of 286

23-2-00984-32

Constitutional Declaration of Common Law on land patent rights

United States Treasury [1789] Land/Letter Patent Act [1812]

MAR 11 2025

Homestead Act (1862) PATENT NUMBERS: 699 BLM Serial No: WASPAA-003315

TIMOTHY W. FITZGERALD SPOKANE COUNTY CLERK

Oregon Treaty, 8 stat. 869, 6/15/1846, WASHINGTON State Constitution Article 1 section 3, United States Constitution-Fourth-Fifth Amendments - Bill of Rights - Declaration of Independence And United States Treasury Act (1789) that granted 260 million Acres to "We the people" inside America.

KNOW ALL MEN BY THESE PRESENTS: That the lawful Natural American-man.—Life-Man.—Soul-Man-Jaroslaw-Artur: Niczyporuk", an American State National on the land of America, on this date of our Lord April 11, 2024, does certify and declare as follows: That he, named as "assigns-Successor--Trustee" in the Land Patent named above, I bring up said patent in my own name as it pertains to the land below described.

THE PROPERTY SO CLAIMED BY PATENT, and legally described and referenced under Patent listed above is:

"Beginning of the southwest comer of lot 3 of the plat of The Estates of Meadowood as recorded in book 27 of plats and page 52 records of Spokane County, Washington; thence north 89°08' 0 I" West 144.09 feet to the southwest corner of said lot and the beginning of a non-tangent curve concave to the west: thence northerly along the arc of said curve to the left having a radius of 176.00 feet and an arc length of 81.01 feet to the northwest comer of said lot, thence north 89°15'27" east 161.65 feet to the northeast corner of said lot, thence south 00°57'00" east 82.34 feet to the point of beginning., containing 12.005 square feet, more or less "

"According to the official plat of the Survey of the said Lands, referred to the General Land Office of the SURVEYOR GENERAL, which said tract has been purchased by said James A Fisher, with lawful currency..."

ALL THAT CERTAIN lot or piece of land with the buildings and improvements thereon erected. Situate on: 1315 N Dunbarton Oaks Ln, LIBERTY LAKE, WASHINGTON, Parcel #55141.5503, in the county of SPOKANE, State of Washington, and more particularly described as follows; LOT 3, BLOCK 4, OF THE ESTATES AT MEADOWWOOD, A PLANNED UNIT SEC/TWN/RNG/ Northeast quarter of Section 14, Township 25 North, Range 45 East, Willamette Meridian, on Spokane County, Washington; -BLM#699-May 20, 1862; Homestead Entry Original (12 Stat. 392).... whereas the subject property is claimed on behalf of an "unqualified claimant", until such time the "claimant is qualified."

This Constitutional Declaration and notice of my pre-emptive right to possess the land pursuant to the English Crown established [1629], Declaration of Independence [1776], Law of Nations, Treaty of Peace with Great Britain [8 Stat. 80], Treaty of Paris [1776], An Act of Congress [3 Stat. 566], April [1884], The Homestead Act [12 Stat. 392, 1862, United States Treasury Department [1789], Boise Meridian [1886], Washington State Constitution [1889], and 43 USC sections 57,59, and 83. The Grantec/Assignee is mandated, pursuant to, Article VI Section 1, 23, Articles IV Section 1 Clause L and 2, Section I Clause 81, 2; Section 4; the 4th, 7th

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 222 of 286

9th, and 10th Amendments [United States Constitution 1789-91], and numerous legislated positive laws, to update the Land Patent by acknowledgment, taking delivery, accepting, taking possession, occupying and bringing forward the land/Letter Patent into the grantee/assignee's name

Further, that I the lawful Natural American-man-Life-man-Soul-Man-Jaroslaw-Artur: Niczyporuk, the assigned-Successor-Trustee of the above referenced Land Patent, may make subsequent assign(s). as assignor/grantor, by "Land Contract" to "Qualified Claimant". Only American state National's/Citizens qualify as "assignee" or "Grantee", to hold "lawful title" to land. U. S. Citizens or Citizen of the "United States", have been declared/classified as "Citizens of the "United States" government in Washington D. C, are not eligible to hold lawful title to land "granted by the United States Congress" to the "citizen of one of the several states".

This is my formal Constitutional Declaration that this process is lawfully executed and completed, being effective Nunc Pro Tune, from Jamary 1, 1933. This is the only lawful method that "Perfect Title" can be held. All questions of fact decided by the United States Treasury Department and General Land Office are binding everywhere, and injunctions and mandamus proceedings will not lie against it. Since the "County Recording Offices" may prevent the recording of this document into "Municipal County Recording Offices", an alternate recording is obtained under the Washington Secretary of States Office-Apostille treaty October 5th, 1961, and a filing of a UCC-1 Financing Statement listing all known parties or Persons of interest.

TOGETHER with the free and common use, right liberty and privilege of the aforesaid alley as and for a passageway and watercourse a tall times hereafter forever, Together with all and singular the buildings and improvements, Ways, Streets, Alleys, Passages, waters, Water-courses, Rights, Liberties, Hereditaments and Appurtenances, whatsoever there unto belonging, or in any wise appertaining, and the Reversions and Reminders, Rents, Issues and Profits thereof, and all the Estate, Rights, Title, Interest, Property, Claim and whatsoever of it; and, whereas, a Land Patent is the only way a perfect title can be had in my name: [Jaroslaw-Artur: Niczyporuk], 13 Pet., (U.S.) 498, 10 L. Ed. 264; All questions of fact decided by the United States Treasury Department (1789) and General Land Office are binding everywhere, and injunctions and mandamus proceedings will not lie against it: Litchfield v. Register, 9 Wall (U.S.) 575, 19 LED. 681.

- (1) NOTICE AND EFFECT OF LAND PATENT. A grand of land is a public law standing on the statute books of the State and is notified to every subsequent purchaser under any conflicting sale made afterward: Wineman v. Gastrell, 54 Fed. 819, 4CCA 596, 2 US App. 581. A Patent alone passes title to Grantee: Wilcox v. Jackson, 12 PET (U.S.) 498,10 LED.264. Where the United States has parted with title by a patent legally issued upon surveys legally made by itself and approved by the proper department, the title so grated cannot be impaired by any subsequent survey made by the government for its own purposes: Cage v. Danks, 13 LA. ANN. 128.
- (2) LAND TITLE AND TRANSFER. The existing system of land transfer is a long and tedious process involving the observance of many formalities and technicalities, a failure to observe any one of which may defeat title, even where these have been traced to its source, the purchaser must, but at his peril, there always being, in spite of the utmost care and expenditure, the possibility that his title may turn out bad: Yield Torrens System [1850].

If this Land Patent is not challenged within sixty days (60) in a count of law by someone, or by the actual government, it then becomes my property, as no one has followed the proper steps to get legal/lawful title, the final certificate or receipt acknowledging the payment in full by a homesteader or preemptor is not in legal effect a conveyance of land: U.S. v. Steenerson, 50 FED 504, ICCA 552, 4 U.S. App. 332. A Land Patent is conclusive evidence the Patent has complied with the Act of Congress as concerns improvements to the land, etc.: Jankins v. Gibson, 3 LA ANN. 203.

The first white settlement to the "treaty of Oregon" (1846) was established by John Jacob Astor (1763 -1848] and then by heir to William Waldorf Astor (1848 - 1919), whereas the "Patent" was assigned to heirs of land. It is certified that the "Assign" "Jaroslaw-Artur: Niczyporuk, Natural American-man and an American State National on the land of America" who has placed this Land Patent, less the excluded portion indicated, into "CHRISTIAN FILIP Land Trust" whose jurisdiction in this matter, is the land and soil of the state of Washington, and is the "holder-in-due-course" of the land until "assigned" to a qualified lawful American-Man-State National of the state of Washington a (Republic).

The autograph of Assignee/Grantee is in fact, through perfected title by Land/Letter Patent, the lawful owner and holder-in-discounts of the above-described land, including all apparaturances and hereditaments. If this Land Patent is not in-one-course in the subtreaccounted man, increasing an apparent within the thirty (30) day period allowed, with documented "Proof of Claim", this shall be forever default judgment and estopped against all future claims from any source, and absolute fitle to the described land in the Land Patent shall be established for all times. Any Future assign by the Holder-in-due-course may be accomplished by "Chanting/Grantor" to a qualified Person.

Jaroslaw Niczyporuk, Private American-man Autographed Bye; -Without Prejudice-Without Recourse-All rights Reserved. Done in Good Faith-

RECORDING REQUESTED BY:

Jaroslaw-Artur: Niczyporuk --- Free man on the land

AND WHEN RECORDED MAIL TO:

Jaroslaw-Artur: Niczyporuk Mailing Lecation: e/o non-domestic do Post Office Box 426 Liberty Lake, Washington Postal Code [99019]

ACKNOWLEDGMENT

County of SPOKANE)

STATE OF WASHINGTON)

Today, before me, a Commissioned Public Notary, Jaroslaw-Artur: Niczyporuk is the Man who appeared before me, and said person acknowledged that s/he signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 4th, day of February 2025.

Christi Belles

NOTARY PUBLIC in and for the State of Washington,

My commission expires: UNIU 31,2027

Signed bye:

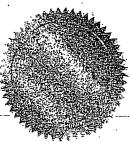
Notary Public State of Washington CHRISTI BELLES COMM. # 177806 MY COMM EXP. JULY 31, 2027



The United States of America,

[HOMESTEAD LOGO]		o all to whom these Presents shall come, Greeting.				
Homestead Gertificate No. 699.		resents snall come, Greeting:				
Application <u>1607</u>	Whereas, There has been dep	osited in the General Land Office of				
the United States a Certificat	e of the Register of the Land (Office at Spokane Falls, Washington				
Territory	, whereby it appears the	at, pursuant to the Act of Congress				
approved 20th May, 1862, "T and the acts supplemental the	o secure Homesteads to actuate the claim of James S. F	ual Settlers on the Public Domain,"				
	has been e	established and duly consummated, in				
conformity to law, for the ea	ist half of the northeast o	quarter, the southwest quarter				
section fourteen in town	nship twenty-five north i	rter of the southeast quarter of of range forty-five east of containing one hundred and				
sixty dores						
	<u> </u>					
according to the Official Plat the Surveyor General.	t of the Survey of said Land, r	returned to the General Land Office by				
Now know ye, that i	there is, therefore, granted by	the United States unto the said James				
		the said tract of Land, with the				

S. Fisher
the tract of Land above described: To have sind to hold the said tract of Land, with the apportenances thereof, unto the said James S. Fisher
and assigns forever, subject to any vested and accrued water rights for mining, agricultural; manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law:



In testimony whereof, I. Chester A. Arthur, PRESIDENT OF THE WITTED STATES OF AMERICA, have caused these letters to be made. Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the fifteenth day of May, in the year of our Lord one thousand eight hundred and eighty four, and of the Independence of the United States the one hundred and eighth.

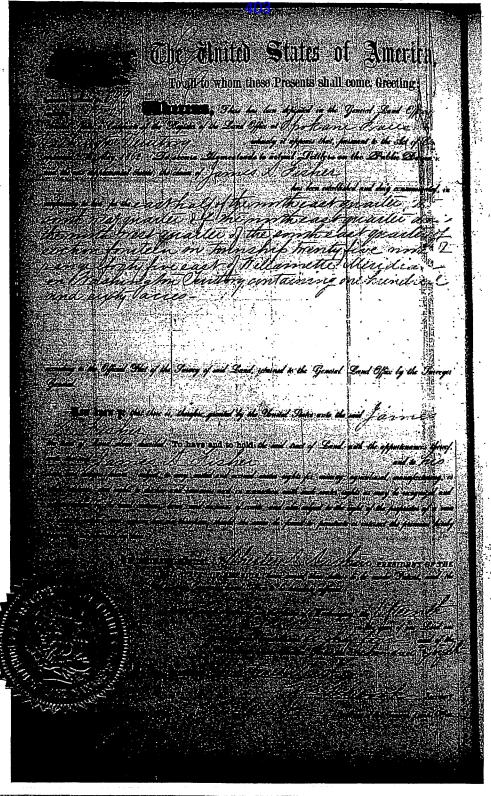
By the President: /s/ Chester A Arthur

i.certify that i have compared this transcript with the certified copy of the original faterit and to the best of my ability, it is true and borrect.

by: Ridd Gorm Bouneth Dated: 8/10/2011 By st. Will H. Crook, Secretary.
S.W. Clark, Recorder of the General Land Office.



STATE OF WASHINGTON 1
COUNTY OF SPOKANE J SS
I, Vicky M. Datton, Spokane County Auditor, do hereby certify that this fr regoing document is a true and correct copy of the document received and recorded in my office:
In witness whereof, I hereunto set my hand this day of August , 2027
VICKY M. DALTON, Spokane County Auditor
Deputy



Bursau of Land Manassment Oregon State Difice PO. Box 2985 Portland, OR 97208

of the cricipal record on flight this office.

The United States of America.

[HOMESTEAD LOGO]	THE CHILDE DIRECTOR OF PARTIES
	To all to whom these Presents shall come; Greeting:
Homestead Certificate No. <u>699</u> } Application <u>1501</u>	
	Whereas, There has been deposited in the General Land Office of
	ate of the Register of the Land Office at Spokane Falls, Washington
Territory	, whereby it appears that, pursuant to the Act of Congress
approved 20th May, 1862, "	To secure Homesteads to actual Settlers on the Public Domain,"
and the acts supplemental t	hereto, the claim of James S. Fisher
0. 3	has been established and duly consummated, in
	east half of the northeast quarter, the southwest quarter
of the northeast quart	er and the northwest quarter of the southeast quarter of
section fourteen in to	vnship twenty-five north of range forty-five east of
	in Washington Territory, containing one hundred and
sixty acres	
	
according to the Official P the Surveyor General.	lat of the Survey of said Land, returned to the General Land Office by
me out reyor dencial.	
Now know we the	t there is, therefore, granted by the United States unito the said James
S. Fisher	and to the interest of the outed dates unto an early and
	scribed. To have and to hold the said tract of Land, with the
appurtenances thereof, unit	
	subject to any vested and accrued water rights for mining, agricultural;
	reposes, and rights to dirches and reservoirs used in connection with
	os recognized and acknowledged by the local customs, laws, and
decisions of courts, and al	so subject to the right of the proprietor of a vein or lode to extract and
remove his ore therefrom,	should the same be found to penetrate or intersect the premises hereby
granted, as provided by la	
•	
	In testimony whereof, I; Chester A. Arthur, PRESIDENT OF THE
	UNITED STATES OF AMERICA, have caused these letters to be made.
	Patent, and the Seal of the General Land Office to be hereunto affixed.
	Given under my hand, at the City of Washington, the fifteenth
	day of May, in the year of our Lord one thousand eight
	hundred and eighty-four, and of the Independence of the
	United States the one hundred and eighth.
	and the contract of the contra
S. R. Barton S. A.	By the President: /s/ Chester A. Arthur
	By/s/ Wm H. Crook, Secretary.
Lecrify that I have compare the certified copy of the on the best of my ability, it is to	ed this transcript with S.W. Clark, Recorder of the General Land Office.
the best of my ability, it is to	ue and correct.
by Buth Gran	1. Bouvett o
Dated: 8/10/20	23.
	Marine and the second



STATE OF WASHINGTON COUNTY OF SPOKANE SS
I, Vicky M. Dalton, Spokane County Auditor, do hereby certify that this fr regoing document is a true and correct copy of the document received and recorded in my office.

In witness whereof, I hereunto set my hand this day of August 2022
VICKY M. DALTON, Spokane County Auditor

∠ Deputy



Case 2:24-cv-00423-SAB	ECF No. 6	filed 03/13/25 403	PageID.365	Page 319 of
***		· · · · · · · · · · · · · · · · · · ·	· ····· · · · · · · · · · · · · · · ·	
	,			
				•
				•
			•	
•				
			·	
·				
		•		
		•		
		LOCATION	Y TWO DOO!!! (FIT IS A FIT	
		CORREC	Y THIS DOCUMENT IS A T T COPY OF THE ORIGINA OF RECORD IN MY OF	L ON FILE
		· . .	MAR 1 1 2025	
		TIMOTHY	W. FITZGERALD, COUNT)	CLERK
		* * BY:	Dandola L	DEPLITY

Washington Removed Washington Jeron Heart Secretary Removed Trivated Translating Removed

State of Washington

Secretary of State

This Certificate is not valid for use anywhere within the United States of America, its territories or possessions.

Apostille					
	(Convention de La Haye du 5 octobre 1961)				
1.	Country Pays / País United States of America				
		This public			61 P
		résent acte public / El p	resent	e documento	ривно
2.	has been signed by a été signé par FRED PEREZ ha sido firmado por				
3.	acting in the capacity of agissant en qualité de Deputy Auditor quien actúa en calidad de				
4.	bears seal / stamp of est revêtu du sceau / timbre de Spokane Co. Auditor, state of Washington y está revistido del sollo / timbre de				
		Cer	tified		
		Attesté / (Certific	cado	
5.	at Olympia, Wash	ington	6.	the le/el día	February 5, 2025
7.	by Steve R. Hobbs, Secretary of State, State of Washington				
8.	Number sous nombre / bajo el 1225 número	506579			
9.	Seal / stamp Scau / timbre Sello / timbre		10.	Signature Signature: Firma:	the R Hobbin

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears. This Apostille does not certify the content of the document for which it was issued.

This Apostille is not valid for use anywhere within the United States of America; its territories or possesions.

To verify the issuance of this Apostille, see: www.sos.wa.gov/corres/apostilles

This certificate does not constitute an apostfile under the Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents for those countries that have neither ratified nor acceeded to that Convention, and remains subject to additional applicable authentication requirements.

Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, Fidentité du secau ou timbre dont cet acte publie est revêtu. Cette Apostille ne certifite pas le contenu de l'acte pour lequel elle a été émise. L'utilisation de cette Apostille n'est pas valable en/au États-Unis d'Amérique, se territoires ou possessions. Cette Apostille peut être vérifée à l'adresse suivante: <u>www.sos.wa.gov/corps/apostilles</u>

Esta Apostilla certifica unicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado, y en su caso, la identidad del sello o timbre del que el documento publico este revestido. Esta Apostilla no certifica el contenido del documento para el cual se expedió. No es válido el uso de esta Apostilla en Estados Unidos de América, sus territorios o posesiones. Esta Apostille se puede verificar en la dirección siguiente: www.sos.wa.gov/corps/apostilles

02/28/2023 01:43:49 PM Recording Fee \$204.50 Page 1 of 2 Warranty Deed CHRISTIAN FLIP TRUST Spokane County Washington

7270212

Page 322 of

THIRITHELE REPORT HERE IN THE REPORT OF THE PROPERTY OF THE PR

Return to: CHRISTIAN FILIP TRUST 2600 E Seltice Way Sta A PMB1007 Post Falls, Idaho [83854-7991]

SPECIAL WARRANTY DEED

Certificate of Acknowledgment and Acceptance

Grantor: Sheri Lee Clark, a living woman

Grantee: CHRISTIAN FILIP TRUST. Agnieszka Niczyporuk, Renata Aleksiuk. Trustee

Parcel: #55141.5503

202301800

The Grantor Sheri Lee Clark, a living woman as a current Heir under the Warranty Deed in consideration of the premises and payment of Twenty One Silver Dollars (21), hereby grants and conveys, without representation or Warranty, expressed or implied, all rights, title and interest to CHRISTIAN FILIP TRUST, trust dated February 10, 2023, Agnieszka Niczyporuk and Renata Aleksiuk, Trustees, in their capacity of living women, also recorded as Grantee to all property situated in Spokane County, state of Washington. Described as follows:

1315 N DUNBARTON OAKS LN, LIBERTY LAKE, WASHINGTON, Parcel # 55141.5503, in the county of SPOKANE, State of Washington, and more particularly described as follows:

LOT 3, BLOCK 4 OF THE ESTATES AT MEADOWWOOD, A PLANNED UNIT DEVELOPMENT AS PER PLAT THEREOF RECORDED IN VOLUME 27 OF PLATS, PAGE 51; IN THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, being in the Northeast quarter of Section 14, Township 25 North, Range 45 East, Willamette Meridian, on Spokane County, Washington;

HOMESTEAD CERTIFICATE NO.699, BLM SERIAL NO.WASPAA 003315, Deed of Reconveyance Accepting Land Patent Assignment (grant) recorded under instrument #723692;

Clark, a living woman

\$ 12 West 1

White on

Dated this / 8 day of February, 2023

. Car Car p.

STATE OF WASHINGTON SOUNTY OF SPOKANE SOUNTY OF SPOKANE SOUNTY OF SPOKANE County Auditor, do hereby certify that this foregoing document is a true and correct copy of the document received and recorded in my office. in witness whereof, I hereunto set my hand this

ZS day of Control 20 Z 3

VICKY M. DALTON Spokane County Auditor



Notary Witness and Acknowledgment

Washington State) :ss.
County of Spokane)

On this day /8th day of February, 2023, before me, the undersigned Commissioned Notary in and for said State, personally appeared Sheri Lee Clark, known to me, or who produced satisfactory evidence that she is the individual whose name is subscribed to the within instrument, and who duly acknowledged to me that she knowingly executed the same of her own free will and deed.

Witness my hand and official seal.

Public Notar

My commission expires on the $\frac{Gl_0/24}{2024}$

Notary Public
State of Washington
DAVIAN BARLOW
LICENSE # 22033807
MY COMMISSION EXPIRES
JUNE 24, 2026

STATE OF WASHINGTON SS COUNTY OF SPOKANE SO I, Vicky M. Dalton, Spokane County Auditor, do

hereby certify that this foregoing document is a true and correct copy of the document received and recorded in my office.

In witness whereof, I hereunto set my hand this day of Cottour 2023
VICKY M. DALTON, Spokane County Auditor





State of Washington

Secretary of State

This Certificate is not valid for use anywhere within the United States of America, its territories or possessions.

	Apostille						
	(Convention de La Haye du 5 octobre 1961)						
1.	Country Pays / Pais Uni	ted States of America					
	This public document						
	Le présent acte public / El presente documento público						
2.	has been signed by a été signé par FRED PEREZ ha sido firmado por						
3.	acting in the capacity of agissant en qualité de Deputy Audito quien actúa en calidad de						
4.	bears seal / stamp of est revêtu du sceau / timbre de Spokane Co. Auditor, state of Washington y está revistido del sello / timbre de						
	Certified						
	Attesté / Certificado						
5.	at Olympia,	Washington	6.	the lc/cl día	February 5, 2025		
7.	by par/por	Steve R. Hobbs, Secretary of State, State of Washington					
8.	Number sous nombre / bajo el número	G22579089					
9.	Seal / stamp Sceau / timbre Sello / timbre		10.	Signature : Signatur e: Firma:	Ste R Hoffin		

This Aportille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears.

This Apostille does not certify the content of the document for which it was issued.

This Apostille is not valid for uso anywhere within the United States of America, its territories or possesions. To verify the issuance of this Apostille, see: www.sos.wa.gov/corps/apostilles

This certificate does not constitute an apostille under the Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents for those countries that have neither ratified nor acceded to that Convention, and remains subject to additional applicable authentication requirements.

Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte public est revêtu.

Cette Apostille ne certifie pas le contenu de l'acte pour lequel elle a été émise. L'utilisation de cette Apostille n'est pas valable en/an États-Unis d'Amérique, ses territoires ou possessions. Cette Apostille peut être vérifée à l'adresse suivante: www.sos.wa.gov/coms/apostilles

Esta Apostilla certifica unicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado, y en su caso, la identidad del sello o timbre del que el documento publico este revestido.

Esta Apostilla no certifica el contenido del documento para el cual se expedió. No es válido el uso de esta Apostilla en Estados Unidos de América, sus territorios o posesiones. Esta Apostille se puede verificar en la dirección siguiente: www.sos.wa.gov/corps/apostilles

7387282

12/04/2024 12:11:56 PM Recording Fee \$304.50 Page 1 of 2 Lien JRREK HICTYPORUK Spokane County Washington

I COMPANY DATA DE LA SIGNA LA COLO LA COLO DEL C

Instrument Prepared By And Recording Requested By:

Jarek Niczyporuk P.O Box 426 Liberty Lake, Washington 99019

CLAIM OF LIEN

Washington RCW 60.04 et seq Filed in Spokane County

GRANTEE(S)

Jarek Niczyporuk ·

versus

GRANTOR(S)

Christian Filip Trust

Notice is hereby given that the person named below claims a lien pursuant to chapter 60.04 RCW. In support of this lien the following information is submitted:

1 THE LIEN CLAIMANT (Hereinafter "Claimant"):. Jarek Niczyporuk

2| DATE ON WHICH THE CLAIMANT BEGAN TO PERFORM LABOR, PROVIDED PROFESSIONAL SERVICES, SUPPLY MATERIALS OR EQUIPMENT:

04/13/2007

3! THE PARTY INDEBTED TO THE CLAIMANT:

Michelle Ghidotti, Esq., U.S. Bank Trust Nat'l Assn, LB-Igloo Series IV Trust,

SN Servicing Corporation

David Coats, Wilmington Savings Fund Society, FSB, Christiana Trust, 2005 Residential Trust 3-1,

4. THE PROPERTY AGAINST WHICH ALIEN IS CLAIMED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS:

LOT 3 BLOCK 4 OF THE ESTATES AT MEADOWWOOD A PLANNED UNIT DEVELOPMENT AS PER PLOT THEREOF RECORDED IN VOLUME 27 OF PLOTS, PAGE 51

1315 N Dunbarton Oaks Ln, Liberty Lake WA 99019 (Parcel ID: 55141.5503)

STATE OF WASHINGTON COUNTY OF SPOKANE ISS

in witness whereof, I hearting set my hand this 🚄

7387282 Page 2 of 2 12/04/2024 12:11:56 PM

5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS:

LOT 3, BLOCK 4, OF THE ESTATES AT MEADOWOOD, A PLANNED UNIT DEVELOPMENT AS PER PLAT THEREOF RECORDED IN VOLUME 27 OF PLATS, PAGE 51; IN THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, being in the Northeast quarter of Section 14, Township 25 North, Range 45 East, Williamette Meridian, on Spokane County, Washington; also described as:

Beginning of the southwest comer of lot 3 of the plat of The Estates of Meadowwood as recorded in book 27 of plats and page 52 records of Spokane County, Washington; thence north 89°08'01" West 144.09 feet to the southwest comer of said lot and the beginning of non-tangent curve concave and an arc length of 81.01 feet to the northwest comer of said lot; thence north 89°15'27" east 161.65 feet to the northeast corner of said lot; thence south 00°57'00 east 82.34 feet to the point of beginning, containing 12, 005 square feet, more or less.

6. NAME OF THE OWNER OR REPUTED OWNER:

Jarek Niczyporuk/ Christian Filip Trust

7. THE LAST DATE ON WHICH LABOR WAS:

PERFORMED; PROFESSIONAL SERVICES WERE FURNISHED, OR EQUIPMENT WAS FURNISHED:

04/04/2024

B. PRINCIPAL AMOUNT WHICH THE LIEN IS CLAIMED:

\$758,495.88

STATE OF: Washington

I, Jarek Niczyporuk, the undersigned, being of lawful age and being first duly swom upon oath, do state that I am the Claimant named herein, that I have read the foregoing Notice of Claim of Lien, know the contents thereof, and I have knowledge of the facts, and certify that based thereupon, upon my information and belief the foregoing is true and correct, and that I believe them to be true.

Signature: by buston Viczyponke Signed By: 10 veh Niczyponk

A'CKNOWLEDGEMENT

Is the person who appeared before me, and said person acknowledged that he/she signed this instruction, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Claimant, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument, and that the corporation does not have a seal. In Witness Whereof I have hereunto set my hand and affixed my official seal this day and year first above written.

Given under my hand and official seal this date:

Notary Signature:

Print Notary Name: Which BelleS

NOTARY PUBLIC in and for the State of: Washington

Commission Expires: UM4 31. 2027

Notary Public State of Washington CHRISTI BELLES COMM. # 177806 MY COMM EXP. JULY 31, 2027



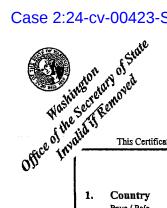
COUNTY OF SPOKANE ISS

I Vicky M. Dellon, Spokane County Auditor; do hers by certify that this forgoing document is a true and correct copy of the document received and recorded in my office.

in witness whereof, I hearunto set my hand this 4

m. DALTON, apoxine County Additor

Dent



State of Washington

Secretary of State

This Certificate is not valid for use anywhere within the United States of America, its territories or possessions.

<i></i>	This Certificate is not valid for use anywhere within the Officer States of America, its territories of possessions.							
Apostille (Convention de La Haye du 5 octobre 1961)								
1.	Country Pays / País United States of America							
	This public document							
	Le présent acte public / El presente documento público							
2.	has been signed by a été signé par JOSEPH D GRAY ha sido firmado por							
3.	acting in the capacity of agissant en qualité de Deputy Auditor quien actúa en calidad de							
4.	bears seal / stamp of est revêtu du sceau / timbre de Spokane Co. Auditor, state of Washington y está revistido del sello / timbre de							
	Certified							
Attesté / Certificado								
5.	at Olympia, Washington 6. the February 5, 2025							
7.	by Steve R. Hobbs, Secretary of State, State of Washington							
8.	Number sous nombre / bajo el Q22553454 número							
9.	Sceal / stamp Sceau / timbre Sello / timbre 10. Signature: Signature: Fitma:							

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears. This Apostille does not certify the content of the document for which it was issued.

This Apostille is not valid for use anywhere within the United States of America, its territories or possessions.

To verify the issuance of this Apostille, see: www.sos.wa.gov/corps/apostilles

This certificate does not constitute an apostille under the Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents for those countries that have neither ratified nor acceded to that Convention, and remains subject to additional applicable authentication requirements.

Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte public est revêtu.

Cette Apostille ne certifie pas le contenu de l'acte pour lequel elle a été émise. L'utilisation de cette Apostille n'est pas valable en/au États-Unis d'Amérique, ses territoires ou possessions.

Cette Apostille peut être vérifée à l'adresse suivante: www.sos.wa.gov/corps/apostilles

Esta Apostilla certifica unicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado, y en su caso, la identidad del sello o timbre del que el documento publico este revestido.

Esta Apostilla no certifica el contenido del documento para el cual se expedió.

No es válido el uso de esta Apostilla en Estados Unidos de América, sus territorios o posesiones.

Esta Apostille se puede verificar en la dirección siguiente: www.sos.wa.gov/corps/apostilles

filed 03/13/25 403 PageID.380

Page 334 of

09/15/2022 01:59:12 PM Recording Fam \$205.50 Page 1 of 3 Lien JRROSTLA RATUR MICZYPORIK Spokane County Washington

THE REPORT OF THE PARTY OF THE PROPERTY OF THE

7239539

Return to: Jaroslaw Artur Niczyporuk c/o PO Box 426 Liberty Lake Washington [99019]

SPOKANE COUNTY RECORDING
NOTICE OF CLAIM OF LIEN
as a Liability Attached to Described Property
demand to file for record

Lien Claimant: Lien Debtor:

Jaroslaw Artur Niczyporuk- Private- American National

JAREK NICZYPORUK

Address of Property: Parcel ID:

1315 N Dunbarton Oaks Lr., Liberty, Lake WA 99019

55141.5503

Legal description:

1315 N Dunbarton Oaks Ln, LIBERTY LAKE, WASHINGTON, Parcel #55141.5503, in the county of SPOKANE, State of Washington, and more particularly described as follows:
LOT-3, BLOCK 4, OF THE ESTATES AT MEADOWWOOD, A PLANNED UNIT DEVELOPMENT AS PER PLAT THEREOF RECORDED IN VOLUME 27 OF PLATS, PAGE 51; IN THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, being in the Northeast quarter of Section 14, Township 25 North, Range 45 East, Willamette Meridian, on Spokane County, Washington; also described as:

Beginning of the southwest corner of lot 3 of the plat of The Estates of Meadowwood as recorded in book 27 of plats and page 52 records of Spokane County, Washington; thence north 89°08' 01" West 144.09 feet to the southwest corner of said lot and the beginning of a non-tangent curve concave to the west; thence northerly along the arc of said curve to the left having a radius of 176.00 feet and an arc length of 81.01 feet to the northwest corner of said lot; thence north 89°15'27" east 161.65 feet to the northeast corner of said lot; thence south 00°57'00" east 82.34 feet to the point of beginning, containing 12,005 square feet, more or less.

Document ID: HOMESTEAD CERTIFICATE NO. 699, BLM SERIAL NO. WASPAA 008315, updated by document Deed of Reconveyance #7236392;

UCC Financing Statement - 20222097989. - Colorado Secretary of State - Page 4 of 16

19. an 1813).s

2.45点的特别的人的最级的餐

STATE OF WASHINGTON COUNTY OF SPOKANE SS

I; Vicky M. Dalton, Spokana County Auditor, do hereby certify that this foregoing document is a true and correct copy of the document received and recorded in my officer. In witness whereof, I hereunto set my hand this Vicky M DALTON, Spokara County Auditor

WASHINGTON

Name of Owner of Record on file with Spokane County, Washington: JAREK NICZYPORUK attached and made part of this Lien;

Description of Property against which a LIEN IS CLAIMED is as named and described above;

Lien Amount: Twelve Million Six Hundred Thousand (\$12,600,000) in lawful money of the United

NOTICE is hereby given that this Common Law Lien Claim is being filed in good faith as a lawful Lien Claim (as distinguished from equitable or statutory claim) upon and collectible out of personal and real property asset titled in the ESTATE NAME OF: JAREK NICZYPORUK, Debtor/Grantor as described in the above property description, and the SPOKANE County parcel ID document, by: Jaroslaw Artur Niczyporuk, Claimant/Grantee, a living man;

PERSONAL AND REAL PROPERTY: This claim shall operate in the nature of a "security" for the repair, maintenance, care taking and improvements during the period defined as TO THE POINT OF BEGINNING since April 13, 2007, for the performance of obligations related to property of all kinds;

This Common Law Lien is dischargeable only by Claimant, or by a Common Law Jury in a Court of Common Law and according to the rules of Common Law. It is not otherwise dischageable for One Hundred (100) years and cannot be extinguished due to the death of Claimant, or by Claimant's heirs, assigns, or executors;

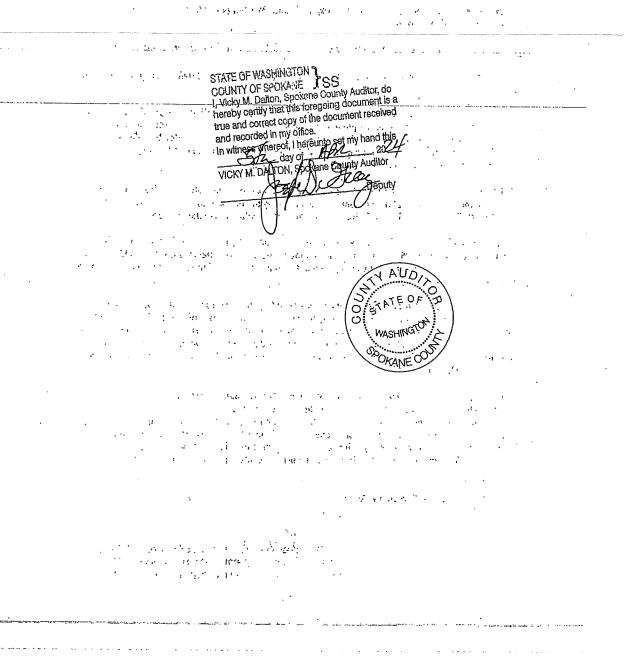
Common Law Lien definition: One known to or granted by the common law, as distinguished from statutory, equitable, and maritime liens; also, one arising by implications of law, as distinguished from one created by the agreement of the parties. It is a right extended to a person to retain that which is in his possession belonging to other, until the demand or charge of the person in possession is paid of satisfied. (Whiteside v. Rocky Mountain Fuel Co., C.C.A.Colo. 101 F2d 765,769.) (Emphasis added.) Black's Law Dictionary 6th Edition;

Demand is hereby and herewith made upon all public officials under penalty of Title 42, United States Code, Section 1986, not to modify or remove this Lieu in any manner. (This Lieu is not dischargeable for 100 years and cannot be extinguished due to Claimant's death or by Claimant's heirs, assigns, or executors.) Any Order, Adjudgment, or Decree issuing from a Court of Equity operating against to interfere or remove this At-Law legal lien claim would constitute direct abrogation/deprivation of Claimant's Washington State and United States Constitutionally guaranteed Rights.

Dated this day of September, 2022

> Nicry would Jaroslaw Artur Niczyporuk - Přivatě American National All Right Reserved - Without Prejudice - Without Recourse

UCC Financing Statement - 20222097989 - Colorado Secretary of State - Page 6 of 16



ECF No. 6

filed 03/13/25

PageID.384

Page 338 of

Case 2:24-cv-00423-SAB

STATE OF WASHINGTON COUNTY OF SPOKANE ISS
I, Vicky M. Deliton, spokane County Auditor, do hereby certify that this foregoing document is a true and correct copy of the document received and recorded in my cilica.

In wite sawhereof, I hereuria set my hand this day of the document received with the county and the county Auditor Vicky M. DALTON, Spokane Dounty Auditor



7381859

11/01/2024 12:35:33 PM Recording Fee 5393.56 Page 1 of 41 RIJIdavil Spokane County Washington

I DECENTA NO DE LA DECENTA DE LA DESENTA DE LA DESENTA DE LA DECENTA DE LA DESENTA DE LA DESENTA DE LA DESENTA

Return Address:
Agnieszke Niczyponh-Tmitee
2600 E Settiu Way
Ste H # 1007
Port Falls, 1.D 83854

I am signing below and paying an additional S50 recording fee (as provided in RCW 36.18.010 and eferred to as an emergency nonstandard document), because this document does not meet margin and principle of the state of the sta	Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)
Reference Number(s) of Documents assigned or released: Additional reference #'s on page of document 1. Aquic 52 k.a. Niczy powyk - Imatee 2 Additional names on page of document 1. Aquic 52 k.a. Niczy powyk - Imatee 2 Additional names on page of document 1. Aquic 52 k.a. Niczy powyk - Imatee 2 Additional names on page of document 1. Aquic 52 k.a. Niczy powyk - Imatee 2 Additional names on page of document. Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 5, Block 4 Afth. Estates of Meadonhood, a planned print development 2 Additional legal is on page of document. Lively late, page 51 in the also of substant Additional legal is on page of document. Lively late, powyk for the first first first for the first fir	Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in) Affidant of Manhachanana 1. 14: Sandach and Documentation
Additional reference #'s on page of document 1. Agnic 52 ka Niczy por vk	3. Froud of Title for Real Proparty
Grantor(s) Exactly as name(s) appear on document 1. Agnic 52 kg Niczy porch - Immetee 2. Additional names on page of document. 1. Agnic 52 kg Niczy porch Immetee 2. Additional names on page of document 1. Agnic 52 kg Niczy porch Immetee 2. Additional names on page of document. Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 3, Block 4 of Mr. Estates of Meadonhood a glanned immetee development 2. Par plat Meret recorded in yolum 31 of plats, gave 51 in the slip of successional additional legal is on page of document. Livery Lake, Splance count, Ind. Immetee Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned 55 141. 5503 The Anditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am signing below and paying an additional S50 recording fee (as provided in RCW 36.18.010 and eferced to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or therewise obscure some part of the text of the original document as a result of this request." Log	Reference Number(s) of Documents assigned or released:
1. Aquieszka Niczyparvk — Thustee 2. Additional names on page of document. Grantee(s) Exactly as name(s) appear on document 1. Aquieszka Niczyparuk — Imakee 2. Additional names on page of document. Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 3, Block 4 of the Estates of Meadonhood, a planned 1/mt development Dear plat Heref recorded in yolund 21 of plots, gave 51 in the slip of information assigned Assessor's Property Tax Parcel/Account Number Solutional legal is on page of document Livery Lake, Spokale County, Inde imake assigned SS 141. SSO3 The Anditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am signing below and paying an additional SSO recording fee (as provided in RCW 36.18.010 and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or therwise obscure some part of the text of the original document as a result of this request." Log Low Markey Planner Spring Party Log Low Markey Planner Spring Party	Additional reference #'s on page of document
Additional names on page of document. Grantee(s) Exactly as name(s) appear on document 1. Agric & Niczy Doruk - Ima Gee 2. Additional names on page of document. Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 3. Block 4 of the Estates of Meadonhood, a planned 1/mt development De par plat threef recorded in yolung 27 of plate, page 3/ in the three 4 plates Additional legal is on page of document. Lively Late, Spondare County and invitore Assessor's Property Tax Parcel/Account Number	Grantor(s) Exactly as name(s) appear on document
Additional names on page of document. Grantee(s) Exactly as name(s) appear on document 1. Agric & Niczy Doruk - Ima Gee 2. Additional names on page of document. Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 3. Block 4 of the Estates of Meadonhood, a planned 1/mt development De par plat threef recorded in yolung 27 of plate, page 3/ in the three 4 plates Additional legal is on page of document. Lively Late, Spondare County and invitore Assessor's Property Tax Parcel/Account Number	1. Agnieszka Niczyporuk - Jmutee
Grantee(s) Exactly as name(s) appear on document 1. Agrics & Niczy pomik - Imedite 2. Additional names on page of document. Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 3, Block 4 of the Estates of Meadonhood, a slanned 1/mt development De par plat three neconcide in yolung 21 of block, sacr 31 in the thing of photone Additional legal is on page of document. Lively Late, Spokake County Index invitore Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned S 141. S 50 3 The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. It am signing below and paying an additional S50 recording fee (as provided in RCW 36.18.010 and eferred to as an emergency nonstandard document), because this document does not meet margin and ormatting requirements. Furthermore, I bereby understand that the recording process may cover up or therwise obscure some part of the text of the original document as a result of this request." Log Math W W R.	2
1. Additional names on page of document. Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 3, Block 4 of Mr. Estates of Meadonhood, a planned 1/mt development Dear plat Moved recorded in volume 37 of plats, gave 51 in Hr. 14m of Superior Additional legal is on page of document. Livery Lake Sponder would 1 of 1 my for Torim t 55 141. 550 3 The Anditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and eferred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Forthermore, I hereby understand that the recording process may cover up or therewise obscure some part of the text of the original document as a result of this request." Log - Month. 14m 14m - Walter 14m 15m 15m 15m 15m 15m 15m 15m 15m 15m 15	Additional names on page of document.
Additional names on page of document. Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 3, Block 4 of Mr. Estates of Meadonwood, a slanded 1/m+ development De par plat three forecooked in yolund 27 of plats, ager 3/in the sland shows Additional legal is on page of document. Likely Lake Spokese county and shouthout Assessor's Property Tax Parcel/Account Number	Grantee(s) Exactly as name(s) appear on document
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 3, Block 4 of Mr. Estades of Meadonwood a planual 1/mt development Description of Meadonwood a planual 1/mt always of State of Sta	1. Agnieszka Niczyponuk-ImaGee
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 3, Block 4 of Mr. Estades of Meadonwood a planual 1/mt development Description of Meadonwood a planual 1/mt always of State of Sta	2
Dot play Moret accorded in volume 37 of place 31 in the star of th	Additional names on page of document.
Dot play Moret accorded in volume 37 of place 31 in the star of th	Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
Additional legal is on page of document. Living Latte Spokake County of Spokake Additional legal is on page of document. Living Latte Spokake County of a simple of Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned SS 141. SSO 3 The Anditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am signing below and paying an additional SSO recording fee (as provided in RCW 36.18.010 and eferced to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or therwise obscure some part of the text of the original document as a result of this request." Long: How Wyth - Watte By Rough Relating nature of Requesting Party	Lot 3, Block 4 of the Estates of MeadonHood a slavned with development
Assessor's Property Tax Parcel/Account Number assigned 55 141. 550 3 The Anditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am signing below and paying an additional S50 recording fee (as provided in RCW 36.18.010 and eferred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or therewise obscure some part of the text of the original document as a result of this request." Log - Math. Type Reputs Relating Party	additional legal is on page of document. Liverly Lake, Spokake County in the why of Spokake County in the invition
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. If am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and efferred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or therewise obscure some part of the text of the original document as a result of this request." Long: With With With With Rought Relating Party Research Requesting Party Research Research Requesting Party Research Re	Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet
I am signing below and paying an additional S50 recording fee (as provided in RCW 36.18.010 and eferred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or therewise obscure some part of the text of the original document as a result of this request." Long: Will Will - William Ryulf Relating and part of Requesting Party	assigned 55 141.5503
ormatting requirements. Furthermore, I hereby understand that the recording process may cover up or thereby consumers the text of the original document as a result of this request." Long- Kink Vykk - wake Ph Ryuks Relatingnature of Requesting Party	The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.
Lon- Kirk NYM - White PH ROUGH Reliablighature of Requesting Party to the focus of the submitter; Do not alga above nor pay additional SSO (see if the document meets margin/formatting requirements	"I am signing below and paying an additional 350 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I bereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."
ole to submiliter; Do not algo above nor pay additional S50 fee if the document meets margin/formatting requirements	109- Will Wyth - Wafte BM ROUT Resembligature of Requesting Party
	Note to submiliter; Do not sign above nor pay additional SSO fee if the document meets margin/formatting requirements



7381859 Page 2 of 41 11/01/2024 12:35:33 PM

OF MISREPRESENTATION, MISCONDUCT AND DOCUMENTATION FRAUD ON TITLE FOR REAL PROPERTY LOCATED AT 1315 N Dunbarton Oaks Lane, Liberty Lake, WA 99019 Parcel #55141.5503

- L Agnieszka Niczyporuk, as Trustee of the Christian Filip Trust Common Law Trust, affirms under the penalty of perjury that:
- I am the lawful Trustee of the Christian Filip Trust, Constitutional Sovereign Irrevocable Common Law Trust, protected by Article 1, Section 103, of the 1787 Constitution and the title owner of the real property located at:

Lot 3, Block 4 of the Estates at Meadowood; a planned unit development as per plat thereof recorded in volume 27 of plats, page 51; in the City of Liberty Lake, Spokane County, Washington, Parcel #55141.5503

aka 1315 N Dunbarton Oaks Lane, Liberty Lake, Washington [99019]

- This affidavit is based upon my personal knowledge, information and belief.
- I affirm on February 25, 2008, Jaroslaw "Jarek" Niczyporuk, and Agnes Niczyporuk, husband and wife, allegedly executed a Promissory Note and Deed of trust in favor of COUNTRYWIDE BANK, FSB1 in the amount of \$471,000.00.
- I affirm on April 27, 2009, COUNTRYWIDE BANK, FSB changed its name to Centennial Bank, FSB simultaneously, COUNTRYWIDE BANK, FSB transferred its assets to

On August 29, 1990, COUNTRYWIDE BANK, FSB began as Treasury Bank located in Washington, DC. and after a couple of other name changes, the entity took on the name COUNTRYWIDE BANK, FSB on September 6, 2005. On March 12, 2007, Countrywide Bank changed from a National Bank to a Federal Savings Bank (FSB) thereby changing its name from Countrywide Bank, NA to COUNTRYWIDE BANK, FSB.

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 258 of 286

7381859 Page 3 of 41 11/01/2024 12:35:33 PM

one or more institutions including Bank of America, NA and then ceased to exist with its charter being discontinued. COUNTRYWIDE BANK, FSB did not fail.

- I affirm there is no evidence of record Niczyporuk's February 25, 2008, promissory note and deed of trust were ever assigned, sold, delivered or transferred prior to COUNTRYWIDE BANK, FSB transferring its assets on or about April 27, 2009, to any entity, including Bank of America before ceasing to exist,
- I affirm there is no evidence of record Niczyporuk's original promissory note and deed of trust were lawfully assigned, delivered, sold or transferred to Bank of America or BAC Home Loans Servicing, LP.
- 7. I affirm the debt buyer purporting to be "the current creditor" in Jaroslaw and Agnes Niczyporuk's separate bankruptoy cases filed in the Eastern District of Washington Court is U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF LB-IGLOO SERIES IV TRUST ("LB-Igloo Trust").
- I affirm "LB-Igloo Trust" through its counsel David Coats of Ghidotti Berger, LLP filed a false proof of claim attaching recorded documents as prima facie evidence listed in this affidavit.
- I affirm LB-Igloo Trust is a debt collecting security and/or derivative lacking the legal authority to enforce a promissory note and there is no evidence of record the mortgage loan and/or promissory note was lawfully transferred from the original lender, Countrywide Bank, FSB, to entity pursuant to Article III laws.
- I affirm according to the Securities and Exchange Commission (SEC) LB-IGLOO SERIES IV TRUST is not registered.

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 260 of 286

7381859 Page 4 of 41 11/01/2024 12:35:33 PM

- I affirm according to Delaware's Secretary of State, LB-IGLOO SERIES IV TRUST formed on January 15, 2021, as a statutory trust under file number 4745938. The registered agent is U.S. Bank Trust National Association. (Exhibit A) This is contradictory from the name listed on the false Proof of Claim. The false Proof of Claim states U.S. Bank Trust NA is the Trustee offering no evidence of such.
- I affirm the false Proof of Claim exhibits include an unrecorded FFA Streamline Solicitation Loan Modification Agreement dated June 15, 20162 in the "unpaid principal balance" of \$500,000.
- I affirm there is recorded Loan Modification Agreement dated July 17; 20193 with 13. the "unpaid principal balance" of \$580,683.33.
 - I affirm the original promissory note was in the amount of \$417,000.00
- .I affirm there is no evidence with the false proof of claim or recorded with the County of Spokane's Recorder's office these prior parties had the legal authority to modify that Promissory Note.
- 16. I affirm, attached as Exhibit B, is a timeline of the documents recorded with the Spokane County Recorder's office and findings that prove the prima facie evidence attached to the Proof of Claim are fabricated, forged and fraudulent by various parties proving David Coats, the authorized agent for the alleged "current creditor" filed a fraudulent Proof of Claim and subject to the penalties provided by 18 U.S.C. §§ 152, 157, and 3571.

3 This loan modification fails to mention the prior modification.

² This loan modification was executed under duress. Just prior to this modification Jaroslaw and the co-borrower, Agnes, had attempted to mediate with BANA and by the third meeting BANA failed to appear or direct for a replacement to continue in good faith the mediation. On April 7, 2014, the Mediator filed a "Not in Good Faith" Certificate against BANA. They could not produce the original wet-inked promissory note.

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 262 of 286

7381859 Page 5 of 41 11/01/2024 12:35:33 PM

First Assignment of Deed of Trust attached to Proof of Claim as prima facia evidence

- 17. I affirm on February 2, 2011, Northwest Trustee Services, Inc. fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" (Inst#5976209) dated to January 28, 2011. This instrument states MERS as nominee for "lender" is the assignor with no reference to Countrywide Bank, FSB.
- 18. I affirm the "assignment" purports to grant, convey, assign and transfer a "certain deed of trust" to BAC Home Loans Servicing, LP.
- 19. I affirm Jeff Stenman purports to execute this instrument on January 28, 2011, in King County, WA as the Vice President of MERS as nominee of Lender.
- 20. I affirm according to Jeff Stenman's LinkedIn profile, he was Vice President/Director of Operations of Northwest Trustee Services, Inc. from 1996 to 2016. (Exhibit C)
- 21. I affirm there is no evidence presented with the false proof of claim that Stenman had the authority to execute a document for MERS. MERS was a member only tracking company for mortgage companies and servicers. MERS never owned or held any original promissory notes. Thereby, unable to lawfully transfer a promissory note it did not hold alone or on behalf of any entity or person. This instrument was intentionally and willfully fabricated two years after the original lender. Countrywide Bank, FSB, ceased to exist. This alleged assignment is therefore fabricated, forged and fraudulent. Every assignment and loan modification filed subsequent is also fabricated, forged and fraudulent.
- 22. I affirm on February 2, 2011, an instrument titled "Resignation & Appointment of Successor Trustee" was recorded in the Spokane County Recorder's office (Inst #5976210) naming Northwest Trustee Services, Inc. as successor Trustee.

SEATE OF

STATE OF WASHINGTON COUNTY OF SPOKANE)SS

Vicky M. Dalton, Spokane County Auditor, do hereby certify that this forgoing document is a true and correct copy of the document received and recorded in my office.

in witness whereof, I hearunto set my hand this VICKY M. DALTON, Spokane County Auditor

_ .

7381859 Page 6 of 41 11/01/2024 12:35:33 PM

23. Despite the first Assignment being fabricated, forged and fraudulent with nothing after it having any authority to assign, transfer, convey or deliver the original promissory note and deed of trust, Jaroslaw Niczyporuk will highlight the elements of willful and intentional fraud by the parties that followed who are merely debt collectors willfully and intentionally to cloud the subject property's title and bias the judiciary against Jaroslaw Niczyporuk.

Second Assignment of Deed of Trust attached to false Proof of Claim as prima facia evidence

- 24. I affirm on September 16, 2011, Bank of America, NA fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" in the Spokane County Recorder's office (Inst #5028529) dated to September 12, 2011. This instrument states MERS is the assignor with no reference to BAC Home Loan Servicing, LP.
- 25. I affirm the "assignment" purports to grant, convey, assign and transfer a "certain deed of trust" to Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loan Servicing, LP4.
- 26. I affirm Swarupa Slee purports to execute this instrument on September 13, 2011, in Ventura County, CA as the Assistant Secretary of MERS. Slee is a well-known robo-signer for Bank of America. There is no evidence that Slee had the authority to execute a document for MERS.
- 27. I affirm according to Steeg's resume posted on her LinkedIn profile, she was employed by Bank of America, NA in California as a Mortgage Service Release/MLO-Sr. Post-Closing Specialist and notary between 2011 and 2014. (Exhibit D) This instrument was

STATE OF WASHINGTON COUNTY OF SPOKANE ISS

1 Vicky M. Dalton, Spokane County Auditor; do harab is a true and correct copy of the document received a lin witness whereof, I hearunto set my hand this VICKY M. DALTON, Spokane County Auditor

On June 24, 2011, the Comptroller of the Currency Administrator of National Banks approved the merger of BAC Home Loans Servicing, LP (Plano, TX) into Bank of America, NA (Charlotte, NC). Exhibit_

7381859 Page 7 of 41 11/01/2024 12:35:33 PM

intentionally and willfully fabricated by Bank of America, NA for BAC Home Loans Servicing, LP months after the merger.

Third Assignment of Deed of Trust attached to false Proof of claim as prima facia evidence

- 28. I affirm on June 1, 2015, BSI Financial Services fabricated and forged an instrument titled "Assignment of Deed of Trust" was presented as evidence in court but not recorded in the Spokane County Recorder's office. This instrument states Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loan Servicing, LP is the assignor by its attorney in fact, Servis One, Inc. dba BSI Financial Services fdba BSI Financial Services, Inc.
- I affirm the "assignment" purports to grant, convey, assign and transfer a "certain deed of trust" to Ventures Trust 2013-I-H-R by MCM Capital Partners, LLC, its Trustee.
- I affirm Justin Wenk purports to execute this instrument on June 1, 2015, in Montgomery County, MD as Vice President of the attorney in fact, Service One, Inc., dba BSI Financial Services FDBA BSI Financial Services, Inc. According to Justin Wenk's Linkedin profile, he was employed by BSI Financial Services from 2010 to 2018 as Vice President/Branch Manager. (Exhibit E)

Fourth Assignment of Deed of Trust attached to proof of claim as prima facia evidence

I affirm on October 31, 2017, Meridian Asset Services, Inc. fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" in the Spokane County Recorder's office (Inst #6655106) dated October 9, 2017. This instrument states Ventures Trust 2013-I-H-R by MCM Capital Partners, LLC, its Trustee is the assignor.

persof. I hearunto set my hand this

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 270 of 286

7381859 Page 8 of 41 11/01/2024 12:35:33 PM

- I affirm the "assignment" purports to transfers and assigns the deed of trust and certain notes a Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as Trustee for Ventures Trust 2013-I-H-R. Notably, this assignment states nothing about the preceding unrecorded loan modification.
- I affirm Matthew Krueger purports to execute this instrument on October 9, 2017, in Pinellas County, FL as Vice President of the attorney in fact, Meridian Asset Services, Inc., for Ventures Trust 2013-I-H-R by MCM Capital Partners, LLLP fka MCM Capital Partners, LLC, its trustee. According to Matthew Krueger's LinkedIn profile, he was employed by Situs AMC5 at the time this instrument was executed. (Exhibit F)

Fifth Assignment of Deed of Trust attached to Proof of Claim as prima facia evidence

- I affirm on October 31, 2017, Meridian Asset Services, Inc. fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" in the Spokane County Recorder's office (Inst #6655107) dated October 20, 2017 immediately after the previous "assignment". This instrument states Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as Trustee for Ventures Trust 2013-I-H-R is the assignor.
- I affirm the "assignment" purports to transfers and assigns the deed of trust and certain notes a Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as Trustee for Hilldale Trust. Notably, this assignment states nothing about the preceding unrecorded loan modification.

Loan modification attached to Proof of Claim as prima facia evidence

⁵ SitusAMC purchased Meridian in 2019.

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 272 of 286

7381859 Page 9 of 41 11/01/2024 12:35:33 PM

Page 356 of

36. I affirm though the copy attached to the Proof of Claim does not present a County Recorder's stamp, there is a Loan Modification Agreement recorded in the Spokane County Recorder's office on September 5, 2019 (Instr #6839105). The alleged Loan Modification Agreement is dated July 17, 2019 and between Jarek Niczyporuk and Agnes Niczyporuk⁶ and Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as Trustee for Hilldale Trust. This "agreement" alleges to modify the original note's terms with no reference to the unrecorded modification.

- 37. I affirm there is a "received date from Fay Servicing, LLC on July 30, 2019". There is no evidence of records involving Fay Servicing, LLC or why they would receive this alleged loan modification. Though Fay Servicing is a very well-known GSE servicer who would have the authority to modify a loan held by a GSE.
- 38. I affirm there is no evidence of record who authorized Wilmington Savings Fund Society, FSB dba Christiana Trust, as trustee for Hilldale Trust (a securities) to offer a Loan Modification Agreement, or who was the Holder of the original Promissory Note and Deed of trust on July 23, 2019.
- 39. I affirm the Trusts do not have legal authority to file a claim on behalf of itself or its stockholders. There is no contract by permission and consent between the homeowners and the original lender, Countrywide Bank, FSB to convert their Promissory Note into a security to be traded.

Sixth Assignment of Deed of Trust attached to Proof of Claim as prima facia evidence

TATE OF

STATE OF WASHINGTON COUNTY OF SPOKANE ISS I Victor M. Dellan, Spokena Coun

Vicky M. Dallon, Spokane County Audilor; do hereby certify that this forgoing document is a true and correct copy of the document received and recorded in my office.

In witness whereof, I hearunto set my hand the VICKY M. DALTON, Spokane County Auditor

Deput

⁶ Jarek is not the debtor's legal name and Agnes' last name is incorrectly spelled

7381859 Page 10 of 41 11/01/2024 12:35:33 PM

- I affirm on May 26, 2020, Meridian Asset Services, Inc. fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" in the Spokane County Recorder's office (Inst #6923292) dated May 7, 2020. This instrument instructs to be inserted immediately preceding the Assignment recorded on 09/16/2011 as Instrument #6028529, (This is between the 1st and 2nd assignments of the prima facia evidence presented in this Proof of Claim)7
- . 41. I affirm this instrument states Bank of America, NA successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP is the assignor.
- I affirm the "assignment" purports to transfers and assigns the deed of trust and certain notes to MERS, as designated nominee for Countrywide Bank, FSB, beneficiary of the security instrument.

Seventh Assignment of Deed of Trust attached to Proof of Claim as prima facia evidence

- I affirm on May 26, 2020, Meridian Asset Services, Inc. fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" in the Spokane County Recorder's office (Inst #6923293) back dated to February 20, 2020. This instrument is recorded immediately after the preceding Assignment.
- I affirm this instrument states Wilmington Savings Fund Society, FSB dba Christiana Trust, as trustee for Hilldale Trust (a securities) is the assignor.
- I affirm the "assignment" purports to transfers and assigns the deed of trust and certain notes to DLJ Mortgage Capital, Inc.

Appointment of Successor Trustee NOT filed as Prima Facie Evidence

⁷ There is no assignment memorializing the merger of BAC Home Loans Servicing, LP, a wholly owned Bank of America subsidiary to Bank of America, NA after June 24, 2011.

7381859 Page 11 of 41 11/01/2024 12:35:33 PM

Page 360 of

- 46. I affirm on June 10, 2022, SN Servicing Corporation fabricated, forged and recorded an instrument titled "Appointment of Successor Trustee" dated May 10, 2022 (Instr # 7214628).
- I affirm the instrument states that SN Servicing Corporation the attorney in fact for U.S. Bank Trust NA as trustee for LB-Igloo Series IV Trust named Michelle R. Ghidotti, Esq and the appointed successor trustee for the subject deed of trust.

Eight Assignment of Deed of Trust attached to Proof of Claim as prima facia evidence

- 48. I affirm on September 23, 2022, Meridian Asset Services, Inc. fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" in the Spokane County Recorder's office (Inst #7241473) dated to September 15, 2022.
 - I affirm this instrument states DLJ Mortgage Capital is the assignor.
- I affirm the "assignment" purports to transfers and assigns the deed of trust and certain notes to U.S. Bank Trust, NA, as Trustee of the LB-Igloo Series IV Trust. The assignee provides an address of 7114 E Stetson Drive, Scottsdale, AZ 85251. This address is the home of Balbec Capital, LP, a global private investment firm with expertise in sourcing alternative credit investments, with a focus on obligors or assets in bankruptcy proceedings. This makes the assignor a debt collector by definition of the FDRCPA laws.
- I affirm Susan Fellows purports to witness the execution of the instrument and Karrey Green purports to notarize the instrument on September 15, 2022 in Salt Lake City, UT.

Ninth Assignment of Deed of Trust NOT attached as prima facia evidence

7381859 Page 12 of 41 11/01/2024 12:35:33 PM

- I affirm on March 17, 2023, Meridian Asset Services, Inc. fabricated, forged and recorded an instrument titled "Assignment of Deed of Trust" in the Spokane County Recorder's office (Inst #7273312) dáted to February 21, 2023. (Exhibit G)
- I affirm this instrument duplicates the provious "assignment". The differences are a different executor but Susan Fellows again witnesses the execution of the instrument and Karrey Green again purports to notarize the instrument.
- I affirm the other difference from the previous instrument is the small notation in the bottom left-hand corner of the assignment - 3257845 OHA1142 18272350. This is a pooling sale indicator. The loan number is 3257845 as stated in the upper left-hand corner of the document. OHA1142 is the seller indicator. OHA is Oak Hill Advisors another private investment firm much like Balbec Capital and 18272350 is the number related to the pool of loans sold.
- I affirm the false Proof of Claim was filed on August 6, 2024, over a year after this duplicated assignment was recorded with the indicator of another debt collector investment firm sold the debt only.
- I affirm on August 22, 2024, Coats filed a Motion for Relief from Stay in Jaroslaw Niczyporuk's bankruptcy case as attorney for the movant, U.S. Bank Trust, N.A., as Trustee of LB-Igloo Series IV Trust. When fact, Coats had not established an attorney-client relationship by filing the required Notice of Appearance pursuant to FRBP Rule 9010(b). Therefore, the Motion was filed unlawfully.
- 57. I affirm on August 26, 2024, Jaroslaw Niczyporuk filed his objection to Proof of Claim 2-1 filed by David Coats, Esq. of Ghidotti Berger, LLP as authorized agent at the time for either SN Servicing or U.S. Bank Trust, N.A., as Trustee of LB-Igloo Series IV Trust (ECF Doc. #45). The relationships were not clear.

reof, I hearunto set my hand this

7381859 Page 13 of 41 11/01/2024 12:35:33 PM

- 58. I affirm on August 26, 2024, Niczyporuk filed his Motion to Quash David Coats, Esq's Objection to Confirmation on the basis Coats had not filed the required Notice of Appearance as counsel for U.S. Bank Trust, N.A., as Trustee of LB-Igloo Series IV Trust (ECF Doc. #47).
- 59. I affirm on September 3, 2024, Coats complied with FRBP Rule 9010(b) and filed his Notice of Appearance stating he is attorney of record for U.S. Bank Trust, N.A., as Trustee of LB-Igloo Series IV Trust. (BCF Doc. #54)
- 60. I affirm on September 4, 2024, a hearing for the Confirmation of Plan and Motion to Quash was held. The court denied the Motion to Quash. Niczyporuk objected to the Motion for Relief from Stay in open court wherein the Court set the hearing for October 9, 2024.
- 61. I affirm on September 4, 2024, after the hearing Niczyporuk object to the Motion for Relief from Stay in open court with the court setting a hearing, Coats "represented to the Court" by filing a Declaration of No Objections to his Motion for Relief from Stay. (ECF entry 59 no hyperlink to inspect the document). This is perjurious.
- 62. I affirm on September 13, 2024 Coats (who represents the same party in the co-borrower/spouse, Agnes Niczyporuk's bankruptcy case (#23-00329-FPC7)), was served her pro per Motion for Relief of Judgement (ECF Doc. #143). The Motion was timely filed pursuant to Rule 60 of the Federal Rules of Civil Procedure and based on the fact that Agnes Niczyporuk's Proof of Claim⁸ also was never heard before Judge Frederick P. Corbit enter the Order Granting the Motion for Relief from Stay. That hearing is pending.
- 63. I affirm on September 13, 2024, in the instant case the Court entered an Order Granting the Motion for Relief from Stay (ECF Doc.#65) prior to the hearing taking place.
- 64. I affirm on September 17, 2024, the Court vacated the Order Granding the Motion for Relief from Stay (ECF Doc. #67)
- 65. I affirm on September 24, 2024, Niczyporuk filed his statement for the record regarding the hearing on the Motion for Relief from Stay (ECF Doc #69)

STATE OF WASHINGTON COUNTY OF SPOKANE SS
1 Vicky M. Dalton, Spokane County Auditor; do hereby certify that this forgoing document is a true and correct copy of the document received and scorded in my office.

In witness whereof, I hearunto set my hand this 5 day of 1001 20 VICKY M. DALTON, Spokane County Auditor

Security Auditor

Agnes was represented by counsel, Scott D. Stafne, at the time. Mr. Stafne also neglected to fiduciary duty by not cassuring the Objection to Proof of Claim he filed was heard by the court. Therefore, is also guilty of infringing on Agnes' Constitutional rights to due process. Since, Agnes has substituted herself as pro per Debtor.

7381859 Page 14 of 41 11/01/2024 12:35:33 PM

- 470) The Lis Pendens was filed with the county recorder's office stating Coats had filed a Motion for In Rem Relief from Stay and Co-Debtor Stay regarding the subject property located at 1315 N. Dunbarton Oaks Lane, Liberty Lake, Washington 99019. This abnormal and, quite frankly, malicious act by Coats was done with intentional malfeacance to prejudice the integrity of the subject property's title. Coats was lawfully noticed of the Objection to the Proof of Claim he filed as an agent for his now client, U.S. Bank Trust, N.A., as Trustee of LB-Igloo Series IV Trust. He is aware of the allegations of documentation fraud, penjury and misconduct in Niczyporuk's objection, yet continues to represent his client. A direct violation of the Washington Rules of Professional Conduct Rule 1.13 (Organization as a client), a lawyer for the organization must act in the best interest of the organization and if he or she knows that, "...an officer, employee or other person associated with the organization is engaged in action, intends to act or refuses to act in a matter...that is "...a violation of the law..." must refer the matter to "...[higher authority or] proceed as is reasonably necessary in the best interest of the organization."
- 67. I affirm on September 24, 2024, the hearing on the Motion for Relief from Stay was held in the instant case. Judge Prederick P. Corbit took the matter under advisement. It should be noted that the Motion for Relief from Stay was filed <u>before</u> Coats filed his Notice of Appearance which he only did <u>after</u> Niczyporuk challenged Coat's filings as an agent for the alleged creditor and not as a noticed counsel. Therefore, the Motion should have been denied.
- 68. I affirm on September 30, 2024, Niczyporuk filed his Notice of Hearing for his Objection to Proof of Claim 2-1. (ECF Doc. #75)
- 69. I affirm on September 30, 2024, knowing the Objection to the Proof of Claim has not been heard and there are serious allegations of intention fraud and malfeasance in both the instant case and the co-debtor's case, Judge Frederick P. Corbit violated his oath to uphold the superior law of this land, the organic Constitution of the united States of America and granted Coats Motion for Relief from Stay. (BCF Doc. #73)

TATE OF

COUNTY OF SPOKANE ISS

I Vicky M. Delton, Spokane County Audion, do hereby certify that this forgoing document is a true and correct copy of the document received and proorded in my office.

In Witness whereof, I hearunto set my hand this 57 day of 100 , 20 29 VICKY M. DALTON. Spokane County Audion.

7381859 Page 15 of 41 11/01/2024 12:35:33 PM

- I affirm on October 15, 2024, Jaroslaw Niczyporuk filed his Notice of Appeal and Statement of Election regarding the Court's Order Granting the Motion for Relief from Stay. (ECF Doc. #92) The case number is 24-cv-00356.
- I affirm on September 24, 2024, David Coats filed a Lis Pendens and his Motion for In-Rem Relief from Stay and Co-Debtor in Jaroslaw Niczyporuk bankruptcy case.
- I affirm this is a willful and intentional act of David Coats to prejudice and further cloud title to the subject property and bias the courts.

I affirm this \ day of Novem \w2024, under the penalties of perjury under the laws of Washington State and united States of America, which may include a fine or imprisonment, that the foregoing is true, and I under that this document may be filed in an action or proceeding in a court of law.

Trustee for Christian Filip Trust Constitutional Common Law Trust

November. Sworn to before me this __ day of October 2024.

Printed name

23-00329-FPC7 Doc 179 Filed 03/12/25 Entered 03/12/25 16:03:09 Pg 286 of 286



Scenu / timbro

Sello / timbre

UNITED STATES BANKRUPTCY COURT **Eastern District of Washington**

I do hereby certify that this is a true, correct and full copy of the original document on file.

Brian M. Sheehan, Clerk

State of Washington By: Tiffany James, Deputy Clerk

Secretary of State

1:06 pm, Mar 13, 2025

This Certificate is not valid for use anywhere within the United States of America, its territories or possessions Apostille

(Convention de La Haye du 5 octobre 1961) Country United States of America Pays / Pais This public document Le présent aute public / El presente documento público has been signed by YVONNE B TERZENBACH a élé signé par ha sido firmado por acting in the capacity of agissani en qualité de Deputy Auditor quien sotte en calidad de bears seal / stamp of est revêtu du socau / timbro de y esté revistido del sello / timbro de Spokane Co. Auditor, state of Washington Certified Attesté / Certificado 5. the at Olympia, Washington February 5, 2025 le / el dia A/on 7. by Steve R. Hobbs, Secretary of State, State of Washington par/por Number 022555951 sons nombre/bajo ol πύπιστο Seal / stamp 10. Signature: the R Holle

This Apostille only certifies the authenticity of the algorature and the expecity of the person who has algored the public document, and, where appropriate, the identity of the seel or stamp which the public document bears.

This Apostille does not certify the content of the document for which it was its used.

This Apostille is not valid for use snywhere which the United States of America, its enthories or possesions.

To verify the issuance of this Apostile, seet www.sov/sorms/sporifiles.

Signature:

Firma:

This certificate does not constitute an apositic under the Convention of S October 1961 Abolishing the frequirement of Legalization for Foreign Public Documents for those countries that have neither redified nor secreded to that Convention, and remains subject to additional applicable authentication requirements.

Cette Apostille atteste aniquement la vérsiché de la zignature, la qualité en iaquelle le signataire de l'acte a agi et, le cus échéant,
l'ideotité du socar ou limbre dont pet aute public est revêtu.

Cette Apostille ne certifie pas le contenu de l'acte pour lequel elle a été émise,
L'utilization de cette Apostille n'est pas velable méss finals-Unit d'Amérique, ses territoires ou possessions,
Cette Apostille peut être vérifés à l'adresse saivantes <u>www.nos.wa.wov/cons/antstillux</u>

Esta Aportilla certifica unicamente la autonicidad de la firma, la cuidad en que el algunatrio del decumento haya actuado, y en su caso, la identidad del sello o timbro del que el documento publico este revestido.

Esta Aportilla no estifica al contenido del decumento para el cual se expedió.

No es visido el uno de esta Apostilla en Estados Unidos de Austrica, sus territorios o posesiones.

Esta Apostilla en mela estificar a la debenda estimiente se una cualcontrantibiles. Reta Apostille se puede verificar en la dirección siguiente: www.sos.wa.gov/coros/sonstilles

88/31/2022 01:51:30 PM

Protein County of the Protein of the County	
RETURN NAME and ADDRESS	•
C/O PO BOX 426 Liberty Late, MA 99019	
	• .
Please Type or Print Neally and Clearly All Information	•
Document Title(s) Deed of Reconveyance	
Reference Number(s) of Related Documents	
Grantor(s) (Caul Name, Fint Name, Millis India) AREK NICZYPORUK	••
Grantec(1) (1.201 Nome, Post Nome, Middle Intid)	.•
Logal Description (Abbrevial form is executed to Meadout Hood). Lof 3, The Estates of Meadout Hood. ME4 SI4 T25 N R45 E N. 14. On Spolume Co. Haith. Assessor's Tax Parcel ID Number 55141, SS03	izder .
The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.	
Sign below only if your document is Non-Standard.	
I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36,18.010. I implement that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is 550.	
Signature of Requesting Party of our of course of Requesting Party of our of the or of the order	

7236392 Page 2 of 12 08/31/2022 01:51:38 PM

Deed of Reconveyance

Accepting Land Patent Assignment (May 15, 1884 James S. Fisher Patent) With Notice of Vacated Deed Conveyance

KNOW ALL MEN BY THESE PRESENTS, that as of November 4, 2015, all United States
Land Patents were selead upon by the actual American Government operating as The
United States of America (unincorporated) and were relssued and assigned to the fifty

(50) Individual States of the Union.

As an American State National, living on the land and soll on Washington, who has accepted the color of title deads recorded on April 13, 2007 and May 6, 2009, under Recording numbers 5521894 and 5788081 in the Spokane County Recorder's Office, has taken possession of the land and does, in fact, occupy said land and hereby declare notice of my homestead of this land. As Assignee of an original United States Land Patent re-assigned to Washington land state, I hereby accept and claim the "Forever" benefit of said patent and accept assignment of all Rights pertaining to the land and property described below, including but not limited to the Land Patent-secured rights named within Patent No. 699 issued to James S. Fisher, Grantee, on May 15, 1884, including any applicable application and certificate numbers. See attached certified copy of original United States Land Patent No. 699 and copy of typed and certified Transcript of original Patent.

Letilt be known that I have given lewful Public Notice of my update of the original Land Patent covering my land, via an ad placed in the legals section of a newspaper for three (3) consecutive insertions, giving anyons chellenging my update sixty (60) days' notice within which to provide me with a written dalm sent to me at my address listed on said published Notice. Any claim made must be lawfully documented by providing me with the wel-link signature documents to prove your claim. Anyone attempting to commence a court action against me must do so by filing their claim in a court of law prior to the expiration of the 60-day notice period or be forever barred from so doing. See attached Publisher's Affidavit from The Spokesman-Review with copy of published ad.

Thereby, by claiming and bringing up said Land Patent in my own name with my lawful metes and bounds land description, and with the comers of my land properly monumented, I hold this land in Fee Simple Absolute as an Allodium Freehold estate in the chain of title from the original patentes, including all apputtenences and hereditaments. See attached Summary of chain of title search. See, also, attached photographs of monumented comers of my land. As such, said land remains unencumbered, free and clear, without liens or claims attached in any way, and is hereby declared to be physical land and private property, not subject to any commercial forums (e.g.; Uniform Commercial Code) whatsoever.

The Jand, soil, surface water, well and buildings formally described within the Statutory Warlanty Deed to JAREK NICZYPORUK and AGNES NICZYPORUK, recorded April 13, 2007, Recording number 5521994, and Quit Claim Deed from AGNES NICZYPORUK, recorded May 6, 2008, Recording number 5788061, are commonly known as 1315 N, Dunbarton Oaks Lane, COUNTY OF SPOKANE (INCORPORATED) in STATE OF WASHINGTON (INCORPORATED)

Page 1 of 7

23-003293F0827_FPDOCD18Q79 FIRE 03/1/2625EnteFort 65Ad/263/16/16/16 13:0F043 286Pg 5 of 34

Case 2:24-cv-00423-SAB ECF No. 6 filed 03/13/25 PageID.421 Page 375 of 403

7236392 Page 3 of 12 08/31/2022 01:51:38 PM

In Liberty Lake, INCORPORATED SPOKANE and UNINCORPORATED COUNTY OF SPOKANE, WASHINGTON 99019, ZIP® PRESUMED FEDERAL DISTRICT, and previously identified as "Tex Parcel number 55141,6503," which property is registered in the SPOKANE County Recorder's Office located in Spokane and SPOKANE, in and for the said County of Spokane and SPOKANE COUNTY; said property is hereby described and identified as land, soil, aurace water, well and buildings, and is hereby reconveyed, for and in consideration of ten United States lawful Dollars (\$10 U.S.), in silver coin, the receipt of which is hereby acknowledged, to me, Jaroslaw Artur Nicczyponuk®, living man, American State National, Grantes; asset of the land and soil jurisdiction as land parcel and portion of soil, portion of surface water, well and buildings on the unincorporated Sovereign Washington land state, without the incorporated fictional entitles: Washington State; STATE OF WASHINGTON, Spokane County, COUNTY OF SPOKANE, Spokane County Assessor's Office; Spokane County Department of Assessments; Washington State Department of Revenue, Internal Revenue Service, IRS, Department of the Trassury, DOT, and any and all other CORPORATE ASSESSMENT FIRMS, TAX FIRMS, REVENUE FIRMS or FICTIONAL INCORPORATED ENTITIES—however written or spelled—soiling as third-party interlopers without factual evidence proven not to be mere presumption of facts without lawful standing to any "Cialm of Interest" in said parcel of land and soil.

Any and all related Legal (netruments, including but not limited to Deeds and/or other legal documents regarding any previously recorded "Claims of Interest" by incorporated entities acting as third-party interlopers, are declared NULL and VOID. This includes any previously filed DEEDS OF TRUST prior to the filling of this Deed of Reconveyance, which are declared NULL and VOID and have no further connection or bearing since the holders of those security Instruments have been paid in full, not once, but many times, not only from any CESTUI QUE VIE ESTATE TRUST, previous COLOR OF TITLE OWNERS (Tenants), AGNES NICZYPORUK, Agnes Niczyporuk, AGNIESZKA NICZYPORUK, Agnieszka Niczyporuk, or by me, JAREK ARTUR NICZYPORUK, JAREK AND ARTUR NICZYPORUK, JAREK NICZYPORUK, JAREK NICZYPORUK, JAREK NICZYPORUK, JAROSLAW ARTUR NICZYPORUK, JAROSLAW ARTUR NICZYPORUK, JAROSLAW ARTUR NICZYPORUK, JAROSLAW ANTUR NICZYPORUK, JAROSLAW NICZYPORUK, Jaroslaw Artur Niczyporuk, Jaroslaw A. Niczyporuk or Jaroslaw Niczyporuk, but also from open market trading through Tracting and Pooling Agreements via the Securities and Exchange Commission.

All hight, title and interest in this land and property belongs to Washington, a State of the Uniton, and to me, the Powerholder enforcing the State Trust. All Deads issued by the STATE OF WASHINGTON, WASHINGTON, or other franchises of the UNITED STATES are vacated and reconveyed to the original jurisdiction of Washington (unincorporated), free and clear of debt, as a Freehold upon the land and soil of Washington.

All improvements upon the land and soil are hereby reclassified from Marketable "Real Estate" (Commercial, territorial, British Crown, B.C.) to private land, soil, surface water, well and buildings as an Allodium Freehold estate for the beneficial use of the Landlord, exclusively, me, Jaroslaw Artur Niczyporuk^o, and future heir(s), private beneficiary(les) and assigns, as a private Domidile, sic utere too uf ellenem no leades (one must use his property so as not to injure the lawfull rights of another), by Maxim of Law. This property is protected under Private Indemnity Bond number AMRI00001 RA993427640US Washington.

Let this be Fair and Public Notice to all Parties, Public and Private: Notice to Agents is Notice to Principals; Notice to Principals is Notice to Agents

Page 2 of 7

Daput

7236392 Page 4 of 12 08/31/2022 01:51:38 PM

I, Jarosiaw Artur Niczyporuk*, am an American State National living within the physical borders of Washington State. I affirm, under Public Law of The United States of America (unincorporated), that I am a permanent member of the population and not a Lemporary resident of the United States, inc. I also affirm that I am not knowingly or voluntarily adopting any obligation of British Territorial United States Cilizenship, nor as a Municipal "clüzen of the UNITED STATES". I am acting without the Municipal United States and without the Territorial United States of America, both, and asserting my lawful and natural right as a living man and as a private American man owed all protections of Article IV of both the Constitution of the United States (1789) and the Constitution of the United States (1780).

It is not, and has never been, my intention to grent any Federal Enclave upon my private 'American holdings which are protected under my American State National oredential documents, including my Notice of Intent-Fee Schedule, recorded on the international Land Recording System of Record for The United States of America (unincorporated) under my name, Jaroslaw Artur Niczyporuk, on the world wide web at https://everifyamericanstatenationals.us.

LAND DESCRIPTION: A portion of land in the Northeast quarter of Section 14, Township 25 North, Range 45 East of Willametta Meridian, on Spokane County, Washington, described as follows:

Beginning at the southwest corner of lot 3 of the plat of The Estates of Meadowwood as recorded in book 27 of plats and page 52 records of Spokane County, Washington; thence north 89°08'01° West 144.09 feet to the southwest corner of said lot and the beginning of a non-tangent curve concave to the west; thence northerly along the arc of said curve to the left having a radius of 176.00 feet and an arc length of 81.01 feet to the northwest corner of said lot; thence north 89°15'27" east 181.85 feet to the northeast corner of said lot; thence south 00°57'00" east 82.34 feet to the point of beginning, containing 12,005 square feet, more or less.

The above land description is excepting any public contracts that may infringe on the reasonable and necessary rights of Landlord. This description is also excepting infringement on the acversign rights of the American State National Grantee as a matter of principle under common law.

"As of October the First in the year of 2020, the properly declared and recorded People operating the State Assemblies organized and enrolled prior to the year of 1880, have acted via Roll Call Vote to acknowledge, accept, and enroll their sister States which have been created during and after the Civil War as fully endowed and empowered States of the Union. This action ends over 160 years of presumptive custodial interest on the part of the Territorial United States Government in the administration of the public resources and populations of these predominantly western States created and provisionally accepted as States of the Union under the Northwest Ordinance. These former Territorial States are now enrolled as members of The United States and The United States of America and have entered into full standing as indepgindent States. All fifty (60) State Assemblies are now fully functional and operating on par with each other. The States formed during and after the Civil War are no longer subject to any presumption of custodial interest by the Territorial United States Government and are free to assume the possession and enjoyment of all land and soil and related assets, rights, titles, and interests expressed or implied, within their borders."—Anne von Reliz, Fiduciary of The United States of America, unincorporated.

Page 3 of 7

23-00329-F01527-FP-DPC1-8979 Filmed 03/128/25Ent-Fortorad/03/18:36:35 13:05043f286Pg 9 of 34

7236392 Page 5 of 12 08/31/2022 01:51:38 PM

The land and soil described as part of this Deed of Reconveyance is a physical portion of land and soil belonging to the Sovereign unincorporated state known as Washington and is free and clear of foreign title and encumbrance, and is in the possession of a living American State.

National known as Jaroslaw Artur Niczyporuk®, Lendord, with exclusive beneficial interest, who has fatured all former property interests to the land and soil jurisdiction of Washington and conveyed all of his assets to his private possession; thereby holding these assets and personal property in original jurisdiction, without exception, effective ab initio, nunc pro ture, and as a private interest these provisions apply effective with the earliest date and accrue, and as a private interest these provisions apply effective with the earliest date and accrue, and as of earliest described herein is not subject to any taxation or regulation, fees or fines at any time, by any incorporated entity or their respective private charters or private copyrighted international confineres statutes and codes. As Landord, I claim exemption and the exemption of my land and property. My land and soil is a Freehold estate, fee simple, unique, unincorporated and tax free in perpetuity, and I declare that I am owed true possession, as Landord, of all actual assets, including land and soil assets held in my name.

As Landlord, I also selse all titles, easements, utilities, accesses, water resources, buildings and appurtenances related in any way to my geographically-defined land and soil assets as hereinbefore described and assigned the following address: 1315 N. Dumbarton Oaks Lane, Liberty Lake, Washington. I, the private American man in possession of this land and soil, am blaiming all descriptions of it to include the tax assessor's description of it and any other land description variations such as Parcel Number 55141,5503.

I hereby revoke all foreign registrations and return and reconvey all actual and factual property assets related to me or held in my name to their original geographically-defined State of the Union (Washington) and establish my own permanent description of my private land and soil as "Niczyporuk's Homestead", which shall be the only acceptable and actual property description associated with me and my private property from now on—any other public scheme of mapping, naming of substitution of my land description is not allowed from this day forward. This fand and soil is under private and competent possession as a Freehold estate by the Landjord, and this document is recorded Public Notice of the new land address; 100 Liberty Lane, Washington. A FEDERAL MAIL BOX is not installed on my privately-held land and soil and my new address is ZIP" exempt.

I am acting without the United States and without the United States of America. Therefore, I am not subject to private corporate charters or copyrighted private international commence statutes and codes created for Territorial and MUNICIPAL corporations and their private EMPLOYEES. All presumptions are hereby rebutted, from the beginning and forevermore.

Any correspondence regarding this privately-held land and soil may be addressed to Jaroslaw Artur Niczyporuk, in care of Post Office Box 426, Liberty Lake, Washington 99019, without the United States.

This Deed of Reconveyance corrects and reconveys any presumed designation as "Real Estate" of my land and soil to my Allodium Freshold permanent homesteed and domicile in . Washington. No other or further legal presumptions may be made by the Bureau of Land Management, BLM, Department of the Interior, the Commissioner of Natural Recourses, nor by any other federal or federated state or municipal corporation or any corporate employee condeming me and my private property, without my explicit wet-ink autograph and seal, and my fully disclosed consent.

Page 4 of 7

STATE OF WASH NOTON COUNTY OF SPOKANE ISS

VISION NOTON SPOKANE ISS

VISION NOTON SPOKANE ISS

IN STATE AND SPOKANE OBJECT OF A SECTION OF STATE OF

7236392 Page 6 of 12 08/31/2022 01:51:36 PM

This action is taken as a Public Duty to prevent crimes, including unlawful conversion, kidnapping, human trafficking, press ganging, inland piracy, conspiracy against the Constitutions, collusion, identity their, securities faud, impersonation, barratry, deliberate consideracterization of nationality, international and interstate bank fraud, evasion of Public imischeracterization of rationality, international and interstate bank fraud, evasion of Public injustic and interstate bank fraud, evasion of Public injustic and property of the United States, racketeering, pillaging and plunder of public trusts, money laundering, constructive fraud for the purpose of unjust enrichment, extortion under armed forces, breach of commercial fraud for the purpose of unjust enrichment, extortion under armed forces, breach of custofficial criminal breach of commercial contract, aubjecting Americans to foreign law in express violation of Amendment XI of all three (3) Federal Constitutions, use of undisclosed, unlinteral and unconscionable foreign contracting processes on American soil, breach of custodial obligations, promotion of unsecountable administrative government entities staffed by Undgetared Foreign Agents, and more.

Any auch acts of treason against We the People of the united States of America and our decree of 1787, The Constitution for the united States of America and the Bill of Rights, and treason of the tentional and municipal employees against their respective Constitutions render all illegal and unlawful actions null and void, ab initio, as Fraus Omnia Villat applies ((raud vittates everything it touches). (The Constitution of the United States of America, 1789 — tentional government; The Constitution of the United States, 1790 — municipal government).

Any public easement granted to any incorporated entity or incorporated body politic allowing access across my land is strictly limited to the exact purpose for which the easement was originally granted. This means that easements granted to provide for access to electrical utilities, for example, are limited to that purpose, and so on. There are no general purpose or unlimited easements of any kind related to my private property.

Any traspass or transgression against me or against my private land holdings apart from the filmited atipulations that apply are cause for Damage Claims and the assessment of Usage-fees. In the amount of not less than \$15,000.00 U.S. lawful Dollars or the equivalent thereof in aliver coin per offense. Confractual obligations of the traspassers accrue the moment they step foot on my land or access any easement for any purpose not specifically allowed. Such Usage fees may only be waived by the Landford at his discretion and may result in direct enforcement actions against chronic abusers of my private assets.

Upon recording of this Deed of Reconveyance on the public record, any Fictional Incorporated entity of the District of Columbia, D.C., Her Majasty The Queen, H.M., British Crown Corporation, Lord Mayor of London, HOLY SEE or Secondary Creditors issuing a Tax Statement/Bill through the United States Post Office addressed to the Public Transmitting Utility, JAREK A. NICZYPORUK, JAREK ARTUR NICZYPORUK, JAREK NICZYPORUK; NICZYPORUK, JAREK A., NICZYPORUK, JAREK ARTUR; NICZYPORUK, JAREK, JAROSLAW AND JAROSLAW ARTUR NICZYPORUK, JAROSLAW NICZYPORUK, JAROSLAW ARTUR NICZYPORUK, JAROSLAW ARTUR; NICZYPORUK, JAROSLAW, or any other spelling of my name indicating a dead person, be in turn issued a true bill in the amount of not less than \$15,000.00 United States lawful money, payable in silver coin, per offense.

This Public Notice, when recorded in the Spokane County Recorder's Office as part of the Deed of Reconveyance, is accessible in its entirely to the U.S. District Attorney and the Tex Assessor's Office and other parties for the Correction of Public Records.

Page 5 of 7.

I VIO

STATE OF WARRING TO COUNTY AUGIST OF PARTY SET OF THE PROPERTY OF THE PROPERTY

23-00329 En Entered 203/13/25 En Entered 203/16/62 En Entered 203/16/62

Case 2:24-cv-00423-SAB ECF No. 6 filed 03/13/25 PageID.429 Page 383 of 403

7236392 Page 7 of 12 08/31/2022 01:51:38 PM

i, Jaroslaw Artur Niczyporuk^a, a living man, by exercising my inherent unalienable and absolute right to hold properly as an Aliodium Freshold estate in private in the form of land and soil, together with a portion of surface water, well and buildings, on the unincorporated Sovereign Washington land state, claim to be the sole Landlord and exclusive beneficial party of interest, without recourse. As Landlord, I am granted the right of Dominion over my land by the Divine Creator.

I firmly state that I am an American State National of The United States of America (unincorporated) whose jurisdiction is the Land and Soil, demanding correction of the misregistration and impersonation of my name and correction of the misrepresentation of my political status as that of a federal or territorial citizen.

Dated this 6 May of August, 2022.

Jaroslaw Artur Niczyporuk Powerholder for Niczyporuk Jaroslaw Artur American State National
All Rights Reserved — Without Prejudice

Notary Public State of Washington LEXI SANDERS COMM. # 204800 NY COMM. EXP. DEC. 22, 2022

Page 6 of 7

STATE OF WASHNIJTON

COUNTY OF SPOKANE ISS

COUNTY OF SPOKANE ISS

NAME OF Datter, Spokana County Audior; do haraby early that this forgoing document is at the and series copy of the document received and its correct in my press.

In with the white of the property of the county hand the county hand the county hand the county of the coun

Case 2:24-cv-00423-SAB ECF No. 6 filed 03/13/25 PageID.431 Page 385 of

7236392 Page-8 of 12 D8/31/2022 01:51:38 PM

Acknowledgment

Washington

Spokane County)

On August 1974, 2022, before me, the undersigned, a Public Notary in and for said State, personally appeared Jeroslaw Artur Niczyporuk, known to me or who produced satisfactory evidence that he is the individual whose name is subscribed to the within instrument, and who duly acknowledged to me that he knowledge executed the same as his own free will. Purpose of Jurat is for oath and identification only and cannot be used to indicate entry into any foreign jurisdiction.

. Withese my hand and official seal.

1 Dantere

My Commession Expires 12/22/2022

Notary Public State of Washington LEXI SANDERS COMM. # 204800 NY COMM. EW, DEC. 22, 2022

Page:7 of 7

COUNTY OF SFORME 385 I was to a manufacture of the state of the state

OKY M. DALTON, Spekane County Audior

PUBLISHER'S AFFIDAVIT			
STATE OF NEW YORK. 355			
Name: Jarok Niozyporuk	Client ID: 145539		
PO Not	No. Lines: 18		
Total Cost: \$251,97	Campaign: 187396		
I, Jeonfer Brons Spolos man-Review, a newspaper established and regularly language, in and of general droutstion in the City of Spoke City of Court d'Alene, Kootenal County, Idaho; that said newspaper is printed in an offic City of Spokene, Washington; that said newspaper was apported of the Superior Court of the State of Washington for and that said order has not been revoked and is in full force which is a part of the proof of publication, was published in publication having been made once each time on the follow	no, Spokane County, Washington; and in the ownpaper has been so established and regularly y for more than six (6) months prior to the 23 rd se maintained at its place of publication in the proved and designated as a legal newspaper by Spokane County on the 23rd day of July, 1941, and affect; that the notice attached hereto and a said newspaper 3 time(s), the		
August 21, 2022, August 22, 2022, and August 23, 2022.	mg uses.		
That said notice was published in the regular and entire last paried of time of publication, and that the notice was public supplement.	ne of every number of the paper during the shed in the newspaper proper and not in a		
Subscribed and swom to before me this 23 day of	Live funct		
August 2022 Opminger Evens	laged beautifules La 2 per Boad Firth of The Entiture of Mandermone, Incorded in 19th boad ET, page 12, Spalane Emerly Emerly's Differ, place is profited in pact of \$10, 1200 REIT, 19th just have been been part of the part of bother 19th Firth of 19th part of bother 19th Firth of 19th. La pail side in 19th first owner in		
(Advertising Agent)	th again that and heretop from: product in blood gare strayed brown they in g (the great st refer they in a section when in		
Illunh :	inch Kauperi ob PA, Dec Cit Limby Lobe, PA, Dilly		
(Notary) (Notar	·		
COUNTY OF SPOKNIE JEE ATE DE THE STATE OF THE SECOND COUNTY Audior do hereby servity that this forgoing document is a brus and correct copy of the document incorrect and ye correct in witness whereast, it is active to the second correct copy of the document incorrect and ye correct in witness whereast, it is actively hard the document incorrect and years of the document incorrect and years of the document incorrect in white whereast, it is actively hard for the document incorrect and the document inco			

Case 2:24-cv-00423-SAB ECF No. 6 filed 03/13/25 PageID.435 Page 389 of

7236392 Page 10 of 12 08/31/2022 01:51:38 PM

CHAIN OF TITLE QUARANTEE : SCHEDULE A - CONTINUED :

EXCEPTIONS:

- 1. PATENT DATED May 15, 1884, RECORDED December 05, 1880 IN BOOK H. PAGE 495 FROM THE UNITED STATES OF AMERICA TO JAMES A. FISHER.
- 2., DEED DATED December 12, 1888, RECORDED December 31, 1885 IN BOOK K. PAGE 383 FROM JAMES A. FISHER TO MICHAEL M. COWLEY.
- 3. WARRANTY DEED DATED November 18, 1898, RECORDED November 17, 1896 UNDER AUDITOR'S FILE NO. 11647 FROM M, M. COWLEY ET UX TO EDWARD O'SHEA.
- 4. WARRANTY DEED DATED JULY 26, 1888, RECORDED JULY 27, 1899 UNDER AUDITOR'S FILE NO. 31195 FROM EDWARD O'SHEA ET UX TO ANNIE COWLEY.
- 5. WARRANTY DEED DATED May 16, 1900, RECORDED May 17, 1900 UNDER AUDITOR'S FILE NO. 40205 FROM MICHAEL W. COWLEY TO ANNIE COWLEY.
- 6. WARRANTY DEED DATED October 04, 1904, RECORDED October 05, 1904 UNDER AUDITOR'S FILE 'NO. 196663 FROM M. M. COWLEY ET UX TO EDWARD C. MOYS.
- 7. WARRANTY DEED DATED February 23, 1906, RECORDED March 26, 1906 UNDER AUDITOR'S FILE NO. 140934 FROM EDWARD C. MOYS ET UX TO FRANK GOSNELL.
- 8. WARRANTY DEED DATED October 08, 1909, RECORDED November 29, 1908 UNDER AUDITOR'S FILE NO. <u>281406</u> FROM FRANK GOSNELL ET UX TO RAILWAY LAND & IMPROVEMENT COMPANY, A CORPORATION.
- 8. SPECIAL WARRANTY DEED DATED Juns 18, 1920, RECORDED Juns 22, 1920 UNDER AUDITOR'S FILE NO. 594800 FROM RAILWAY LAND & IMPROVEMENT COMPANY, A CORPORATION TO LIBERTY VALLEY COMPANY, A CORPORATION.
- 10. WARRANTY DEED DATED March 25, 1935, RECORDED February 02, 1937 Under Auditor's file NO. <u>276183A</u> FROM LIBERTY VALLEY COMPANY, A CORPORATION TO SEATTLE-FIRST NATIONAL BANK, A CORPORATION.
- 11. WARRANTY DEED DATED March 20, 1937, RECORDED April 12, 1937 UNDER AUDITOR'S FILE NO. 284399A FROM SEATTLE-FIRST NATIONAL BANK, A CORPORATION TO LIBERTY VALLEY COMPANY, A CORPORATION.
- 12. WARRANTY DEED DATED April 03, 1937, RECORDED April 12, 1937 UNDER AUDITOR'S FILE NO. 254402A FROM LIBERTY VALLEY COMPANY, A CORPORATION TO LEONARD CARDIFF, HUSBAND OF HELEN V. CARDIFF.
- 13. WARRANTY DEED DATED April 17, 1937, RECORDED April 23, 1937 UNDER AUDITOR'S FILE NO. Z85199A FROM LEONARD CARDIFF AND HELEN V. CARDIFF, HUSBAND AND WIFE TO J.G. MORRIS.
- 14, QUIT CLAIM DEED DATED April 23, 1837, RECORDED April 23, 1937 UNDER AUDITOR'S FILE NO. 289200A FROM ETTA MORRIS, WIFE OF J.G. MORRIS TO J.G. MORRIS.

COUNTY OF EPOXANE ISS

OVERY M. Dabon, Spokane County Audior; do hereby early that this targoing document
is a line and corred copy of the document reserved ago, cords a my other.

without whereof, I he appels at my hand this Althout Andrew of the County Appels of the Count

7236392 Page 11 of 12 08/31/2022 01:51:38 PM

CHAIN OF TITLE GUARANTEE SCHEDULE A - CONTINUED

- 16. QUIT CLAIM DEED DATED December 15, 1995, RECORDED December 19, 1995 UNDER AUDITOR'S FILEINO, <u>9512190279</u> FROM JESLYN M. SCHULTZ, IN HER CAPACITY AS TRUSTEE OF THE JESLYN M. SCHULTZ, A MIDOW, TOWN THE TRUST UNDER AGREEMENT DATED MARCH 1, 1993 AND JESLYN M. SCHULTZ, A WIDOW, DEALING IN HER SOLE AND SEPARATE PROPERTY TO WHITWORTH FOUNDATION, AS TRUSTEE OF THE JESLYN MORRIS SCHULTZ CHARITABLE REMAINDER UNITRUST UNDER AGREEMENT DATED DECEMBER 15, 1995.
- 16. SPECIAL WARRANTY DEED DATED February 27, 1997, RECORDED March 12, 1998 UNDER AUDITOR'S FILE NO. 4196245 FROM WHITWORTH FOUNDATION, AS TRUSTEE OF THE JESLYN MORRIS SCHULTZ CHARITABLE REMAINDER UNITRUST UNDER AGREEMENT DATED DECEMBER 15, 1998 TO GREENSTONE CORPORATION, A WASHINGTON CORPORATION.
- 17. STATUTORY WARRANTY DEED DATED June 87, 1998, RECORDED June 85, 1998 UNDER AUDITOR'S FILEINO. 4377515 FROM GREENSTONE CORPORATION, A WASHINGTON CORPORATION, A PARTNER OF MEADOWWOOD INVESTMENT GROUP TO W. MAIN CORPORATION, A WASHINGTON CORPORATION, A PARTNER OF MEADGWWOOD INVESTMENT GROUP.
- 18. STATUTORY WARRANTY DEED DATED June 07, 1999, RECORDED June 10, 1999 UNDER AUDITOR'S FILEING. 4378555 FROM W. MAIN CORPORATION, A WASHINGTON CORPORATION TO WILLIAM W. MAIN, SR., A MARRIED PERSON AS HIS SOLE AND SEPARATE PROPERTY AND WILLIAM W. MAIN, JR., A MARRIED PERSON AS HIS SOLE AND SEPARATE PROPERTY, EACH TO AN UNDIVIDED 50%! INTEREST.
- 19. STATUTORY WARRANTY DEED DATED November 02, 2000, RECORDED November 03, 2000 UNDER AUDITOR'S FILE NO. 4531024 FROM WILLIAM W. MAIN, SR., A MARRIED PERSON AS HIS SOLE AND SEPÄRATE PROPERTY, AND WILLIAM W. MAIN, JR., A MARRIED PERSON AS HIS SOLE AND BEPÄRATE PROPERTY, EACH AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST TO MEADOWWOOD DEVELOPMENT, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY.
- 20. STATUTORY WARRANTY DEED DATED August 08, 2006, RECORDED August 10, 2006 UNDER AUDITOR'S FILE NO. 5418141 FROM MEADOWWOOD DEVELOPMENTS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO SULLIVAN HOMES, INC., A WASHINGTON CORP.
- 21. STATUTORY WARRANTY DEED DATED April 07, 2007, RECORDED April 13, 2007 UNDER AUDITOR'S FILE NO. 8521934 FROM SULLIVAN HOMES, INC., A WASHINGTON CORPORATION TO JAREK NICZYPORUK AND AGNES NICZYPORUK, HUSBAND AND WIFE.
- 22. QUITCLAIM DEED DATED APRIL 28, 2009, RECORDED May 08, 2009 UNDER AUDITOR'S FILE NO. 6788081 FROM AGNIESZKA NICZYPORUK, ALSO KNOWN AS AGNES NICZYPORUK, A MARRIED WOMAN TO JAROFLAW NICZYPORUK, ALSO KNOWN AS JAREK NICZYPORUK, A MARRIED MAN AS HIS SEPARATE ESTATE.

STATE OF WASHINGTON
COUNTY OF SPOKANE 3SS

Vicio M. Dulion, Spokane Gounty Auditor; do hereby spylly that this torpoing document
is alwayed corrust sopy of the document reserved supply consider from other.
In witness where I, Security to set my threat this supply of the document
VOKY M. DALTON, Spokane Cooper, Auditor

1.6

23-00329-Fib. 27-FP-POCD-8079 Filled 63/12/25 Enterpt 65/9/23/12/25 13:05:43 28 Pg 23 of 34

filed 03/13/25 403 PageID.439 Page 393 of [Homestead Conflicts No. 202]

Homestead Conflicts No. 202]

Application 1601 | Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Spokane Falls, Washington whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to actual Sattlers on the Public Domain," and the acts supplemental thereto, the claim of James B. Fisher has been established and duly consummated, in conformity to law, for the east half of the northeast quarter, the southwest quarter of the northeast quarter and the northwest quarter of the southeast quarter of the southwast quarter of section fourteen in township twenty-five north of range forty-five east of Williamette Meridian in Washington Territory, containing one hundred and staty acres

according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

granted, as provided by law.

In testimony whereof, I, Chester A. Arthur, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the fifteenth day of May, in the year of our Lord one thousand eight hundred and eighty-four, and of the independence of the United States the one hundred and eighth.

By the President: /s/ Chester A. Arthur

By |a| Wm H. Crook, Secretary. S.W. Clark, Recorder of the General Lond Office.

i certily that i have compared this transcript with the certilled copy of the original i atent and, to the bust of ity ability, if it true and correct by: Little Grown Bowesto, on Dated: 8/10/2022

STATE OF COUNTY OF COUNTY OF STATE OF COUNTY OF STA

STATE OF WASHINGTON
COUNTY OF BOOKME 188
[Visign M. Dallar, Septeme County Auditor; do hereby suithy that this forgoing document
a true and service copy of the document restrict and seconds in my stree.
In winese where it, it have not set my hand this
Locky M. DALTON, Epoteme Ceffiny Auditor

23 200 98 432

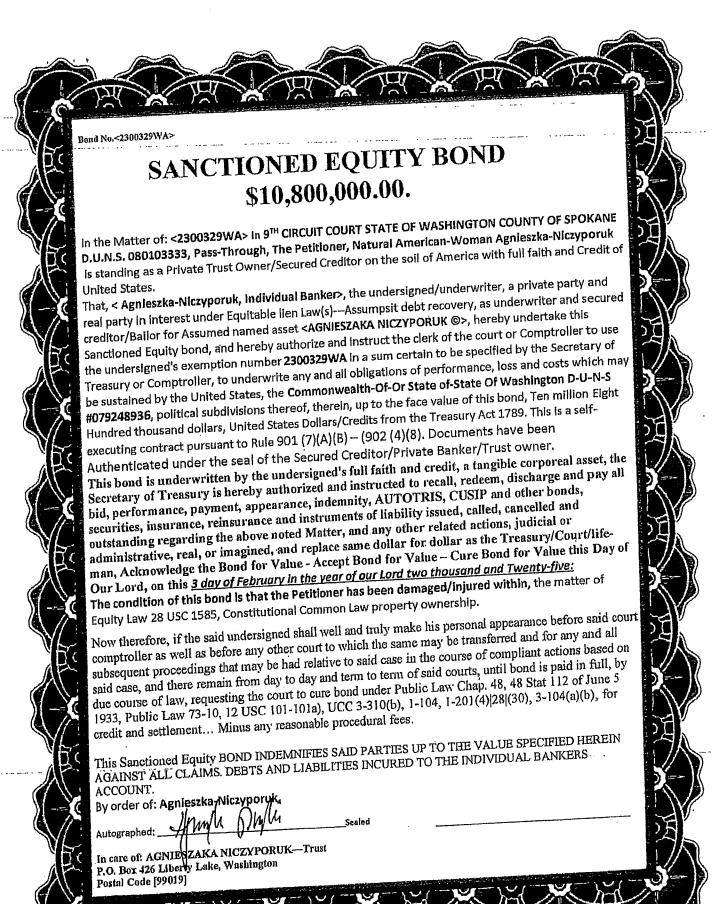
	·	For Official Use Only
STANDARD T General Liability C	ORT CLAIM FORM laim Form #SF 210	
inne tha atata a	er 4.92 RCW, this form is for filing a tort claim f Washington. Some of the information requested ulred by RCW 4.92.100 and may be subject to public	
PLEASE TYPE OF	R PRINT CLEARLY IN INK	
Mail or deliver original claim to	Department of Enterprise Services Office of Risk Management 1500 Jefferson Street SE MS 41466 Olympia, Washington 98504-1466 Fax: 360-507-9251	MAR 12 2025 TIMOTHY W. FITZGERALD
•		SPOKANE COUNTY CLERK
Business Hours: N	londay – Friday 8:00 a.m. – 5:00 p.m. ds and official state holidays.	
1. Claimant's nar	me: Niczyporuk Agnieszka Last name First Middle	Date of birth (mm/dd/yyyy)
2. Inmate DOC n	umber (if applicable):	
	1315 N Dunbarton Oaks Ln, LIB	ERTY LAKE, WASHINGTON
3. Current reside	ss (if different): P.O. Box 426 Liberty Lake	e, WA
4. Mailing addres	s (If differency:	
(If different fro	dress at the time of the incident; m current address)	
6. Claimant's day	time telephone number: Home	Business or Cell
7. Claimant's e-n	nail address:	
8. Date of the inc	oident: 02/28/2008 Time: 1 a.m	p.m. (check one)
g. If the incident	occurred over a period of time, date of first and last o	ccurrences:
from <u> </u>	Time:	a.m. p.m.
to(mm/dd/yyyy	TIme;	a.m p.m.
10. Location of Inc	_{aldent:} Washington Spokane Republic, L	iberty Lake
to, Loudion of life	State and county City, if applicable	Place where occurred

Name of street or highway	Milepost number	At the intersection with or nearest intersecting street
2. State agency or department allege	ed responsible for damage/injur	y:
ecording Office Spokane County-	-Superior Court Spokane Co	unty
3. Names, addresses and telephone		
4, Names, addresses and telephone	numbers of all state employee	s having knowledge about this
4, Names, addresses and telephone incident:	, ilumbolo of all cases and	
 Names, addresses and telephone above that have knowledge regal Claimant's resulting damages. Pl person's knowledge. Attach addit 	ease include a brief description	already identified in #13 and #14 I in this incident, or knowledge of t as to the nature and extent of eac
	or damages. Explain the extent	of property loss or medical, physic
 Describe the cause of the injury of mental injuries. Attach addition 	nal sheets if necessary.	
6. Describe the cause of the injury of or mental injuries. Attach addition	nal sheets if necessary.	
Describe the cause of the injury of or mental injuries. Attach addition	nal sheets if necessary.	
Describe the cause of the injury of mental injuries. Attach addition	nal sheets if necessary.	
Describe the cause of the injury or mental injuries. Attach addition	iai Briode i i vi	
or mental injuries. Attach addition	iai Briode i i vi	

23-00329-FPC7 Doc 180 Filed 03/13/25 Entered 03/13/25 13:05:43

17. Has this incident been reported to law enforce whom? Please attach a copy of the report or	ement, safety or security personnel? If so, when and to contact information.
18. Names, addresses and telephone numbers reports and billings.	of treating medical providers. Attach copies of all medical
19. Please attach documents which support the	allegations of the claim.
20. I claim damages from the state of Washington	on in the sum of \$ <u>10,800,000</u> .
on the Claimant's behalf, or by a court-approved	a person holding a written power of attorney from the t, by an attorney admitted to practice in Washington State I guardian or guardian ad litem on behalf of the Claimant.
correct.	tel 5th 2025
Signature of Claimant	Teld 5th 2025 1215 N Dunborton Ooks Lh 1215 N Dunborton 99019 Liberty Law, XP 99019 Date and place (residential address, city and county)
or	() Light address city and county
Signature of Representative	Date and place (residential address, city and county)
Print Name of Representative	Bar Number (if applicable)





I CERTIFY THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE

MAR· 1. 2 2025

TIMOTHY W. FITZGERALD, COUNTY CLERK

iY:_____

_DEPUTY